



## Cochise County Board of Supervisors

Public Programs...Personal Service  
www.cochise.az.gov

**RICHARD R. SEARLE**  
Chairman  
District 3

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ANN ENGLISH**  
Supervisor  
District 2

**JAMES E. VLAHOVICH**  
County Administrator

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

### **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, January 5, 2016 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

#### **PLEDGE OF ALLEGIANCE**

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

#### **ROLL CALL**

*Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.*

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*Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.*

#### **PRESENTATION**

Presentation of Proclamation to Jessica Vincent, Co-Founder of the 4P Project, declaring Cochise County a Zero Tolerance Human Trafficking Zone.

#### **CONSENT**

##### **Board of Supervisors**

1. Approve a Proclamation declaring Cochise County a Zero Tolerance Human Trafficking Zone.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of December 15, 2015.
3. Approve a letter to the U.S. Endowment for Forests and Communities supporting the proposal of Arizona Land and Water Trust (ALWT) for the Readiness Environmental Protection Integration Program grant.
4. Approve Resolution 16-01 to amend County Merit Award System Board members.

##### **Community Development**

5. Approve the award of Request for Qualifications (RFQ) 16-04-HFP-04 for On Call Hydrology & Hydraulic Analysis Services for the Community Development Highway and Floodplain Division for a three year period from January 5, 2016 through December 31, 2018 with possible renewal periods of two one-year periods.
6. Approve holding a public hearing for February 9, 2016 to accept the exchange of lands for a portion of Willson Road and the abandonment of an undeveloped highway established in 1988.
7. Approve an Intergovernmental Agreement (IGA) with the Town of Huachuca City for Rural Street Naming and Addressing Services effective January 5, 2016 through January 5, 2021 with automatic annual renewals.

#### **County Attorney**

8. Approve the proposed tax appeal settlement in Fasciola v. Cochise County, ST2015-000172, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

#### **Finance**

9. Approve demands and budget amendments for operating transfers.

#### **Health & Social Services**

10. Approve Amendment 1 to Contract ADHS15-094960, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services for the period of 07/01/2015 to 6/30/2020 in the total amount of \$513,577, which includes the incremental amounts of \$22,700 for Family Planning and \$68,207 for Teen Pregnancy.

#### **Juvenile Probation**

11. Approve Food Program Permanent Service Agreement-Contract ED09-0001 between Cochise County Juvenile Detention and the Arizona Department of Education (ADE) in the amount of \$22,000 for the period of July 1, 2015 through June 30, 2016.

#### **Workforce Development**

12. Approve Amendment #1 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.

#### ***PUBLIC HEARINGS***

#### **Board of Supervisors**

13. Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. John McLoughlin for Heavens Cellars, located at 8001 S Bell Ranch Road, Willcox, AZ 85643.
14. [ITEM TABLED FROM December 15, 2015 Meeting] Adopt Ordinance 48-15 amending fee schedules to provide for a standardized cost of copying and electronic media for purposes of public records requests.

### **Community Development**

15. Affirm the decision of the Planning and Zoning Commission to deny a Special Use request for a facility for personal services and the cultivation and dispensing of medical marijuana on an RU-4 zoned property located 2.8 miles north of Davis Road on Central Highway south of Elfrida, AZ submitted by Sonoran Care LLC .

### **ACTION**

### **Elections & Special Districts**

16. Authorize payout of accrued vacation hours in excess of annual policy limit for Elections Program Coordinator.

### **CALL TO THE PUBLIC**

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

### **REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS**

### **SUMMARY OF CURRENT EVENTS**

**Report by District 1 Supervisor, Patrick Call**

**Report by District 2 Supervisor, Ann English**

**Report by District 3 Supervisor, Richard Searle**

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

<b>Regular Board of Supervisors Meeting</b>		<b>Presentations / Special Events</b>	
		<b>Board of Supervisors</b>	
<b>Meeting Date:</b>	01/05/2016		
Presentation of Cochise County being a Zero Tolerance Human Trafficking Zone Proclamation			
<b>Submitted By:</b>	Arlenthe Rios, Board of Supervisors		
<b>Department:</b>	Board of Supervisors		
<b>Presentation:</b>	No A/V Presentation	<b>Recommendation:</b>	Approve
<b>Document Signatures:</b>	BOS Signature NOT Required	<b># of ORIGINALS Submitted for Signature:</b>	0
<b>NAME of PRESENTER:</b>	Richard Searle	<b>TITLE of PRESENTER:</b>	Chairman
<b>Mandated Function?:</b>	Not Mandated	<b>Source of Mandate or Basis for Support?:</b>	
<b>Docket Number (If applicable):</b>			

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**Information**

**Agenda Item Text:**

Presentation of Proclamation to Jessica Vincent, Co-Founder of the 4P Project, declaring Cochise County a Zero Tolerance Human Trafficking Zone.

**Background:**

na

**Department's Next Steps (if approved):**

na

**Impact of NOT Approving/Alternatives:**

na

**To BOS Staff: Document Disposition/Follow-Up:**

na

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**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Board of Supervisors****Meeting Date:** 01/05/2016

Approve Proclamation: Declare Cochise County a Zero Tolerance Human Trafficking Zone

**Submitted By:** Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve a Proclamation declaring Cochise County a Zero Tolerance Human Trafficking Zone.

**Background:**

Cochise County's proclamation attached.

**Department's Next Steps (if approved):**

File Cochise County's Proclamation.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

n/a

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers****Attachments**Proclamation



# Cochise County Board of Supervisors

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Clerk of the Board

## PROCLAMATION

### *To Declare Cochise County a Zero Tolerance Human Trafficking Zone*

WHEREAS, we recognize that Human Trafficking is a growing problem in Cochise County and that it is a crime which violates human rights and personal freedoms on the victims who are preyed upon; and

WHEREAS, Cochise County recognizes that Human Trafficking is a borderless crime that targets endangered, marginalized, at-risk children, women and men and recruits or obtains through force or coercion for purposes of sexual exploitation, involuntary servitude and other types of enslavement; and

WHEREAS, Human Trafficking is present-day slavery and a clear violation of the 13<sup>th</sup> Amendment of the United States Constitution with traffickers taking away basic human rights upon which our Country was founded; and

WHEREAS, the State of Arizona and the Federal Government have laws that prosecute Human Traffickers, we acknowledge that enforcement, prevention and assistance to survivors is best when the public has broad awareness of the Human Trafficking issue in Cochise County and Nationwide; and

WHEREAS, Cochise County is committed to protecting individual freedoms and human rights by declaring a zero tolerance zone for Human Trafficking and collaboratively working with local and federal law enforcement agencies and non-profit organizations in support of eradicating Human Trafficking and helping victims to recover from this heinous crime; and

WHEREAS, Cochise County opposes all forms of Human Trafficking and encourages support for those who have survived so that Human Trafficking victims can have their freedoms and dignity restored, and to put an end to Human Trafficking activity in Cochise County, the State of Arizona and across the world; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Cochise County Board of Supervisors designates Cochise County as a Zero Tolerance Human Trafficking Zone and will ensure the Sheriff and County Attorney continue to have sufficient resources to interdict and prosecute any individuals who are involved in criminal activity of Human Trafficking and applauds the efforts of other organizations and individuals and governing bodies who raise awareness of and work to actively put an end to Human Trafficking.

*APPROVED AND ADOPTED* this 5<sup>th</sup> day of January, 2016.

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Richard R. Searle, Chairman

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Patrick G. Call, Vice-Chairman

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Ann English, Supervisor

## Board of Supervisors

## Regular Board of Supervisors Meeting

Meeting Date: 01/05/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate  
or Basis for Support?:

## Information

## Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of December 15, 2015.

## Background:

Minutes

## Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

## Impact of NOT Approving/Alternatives:

n/a

## To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

## Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

## Fund Transfers

## Attachments

No file(s) attached.

**Regular Board of Supervisors Meeting****Board of Supervisors****Meeting Date:** 01/05/2016

Letter for Arizona Land and Water Trust to keep Military Mission at Fort Huachuca

**Submitted By:** Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve a letter to the U.S. Endowment for Forests and Communities supporting the proposal of Arizona Land and Water Trust (ALWT) for the Readiness Environmental Protection Integration Program grant.

**Background:**

- In 2014, Arizona Land and Water Trust ("Trust"), in partnership with Fort Huachuca, was successful in obtaining \$5M from the Readiness Environmental Protection Integration (REPI) Program grant;
- REPI is Dept. of Defense funds with a purpose to conserve the missions of the base by preventing development/encroachment (and other projects) from hindering the missions;
- The Trust's project focused on purchasing conservation easements for 5,900 acres, consisting of two historic working ranches (in Santa Cruz and Cochise County);
- The REPI followed a Sentinel Landscapes approach with focused on a collaboration of Dept. of Defense, Dept. of Interior and Dept. of Ag.;
- With these monies and Military Installation Funds (which are state funds), purchased conservation easements on 2,100 acres (about 1137 acres in Cochise County);
- In April of 2015, Fort Huachuca ("Fort") was designated a Sentinel Landscape (military installation of prime importance, with a federal focus on conserving its missions and the lands around it);
- There are only three military installations in the country with this designation and they are all tied to REPI award winners;
- The Fort chose the Buffalo Soldier Electronic Testing Range as the Sentinel Landscape Area (or area of focus).

**Grants Sought**

- To capitalize on the Sentinel Landscape designation and federal focus, the Trust applied for the Regional Conservation Partnership Program (RCPP) with the U.S. Dept. of Agriculture;
- The Trust looked at GIS data layers within the Sentinel Landscape Area for an area of prime importance to the DOI, DOD and DOA (the Sentinel Landscape

approach);

- We came up with the 270,000 acres (the Babocomari River Watershed), which was an area of prime importance to these federal agencies as well as many others;
- And within these 270,000 acres, we focused on willing private landowners we know that are interested in conservation easements and/or restoration and came up with 32,000 acres;
- These 32,000 acres are comprised on 12 properties of historic working ranches;
- The RCPP is seeking \$6M, \$5M going towards purchasing conservation easements and \$1M towards restoration (which will be done by our partners);
- The priority for the RCPP (and REPI) for purchasing conservation easements is on the remainder on 3,500 acres of a historic working ranch (that was not completed as part of the 5,900 acres of focus for the 2014 REPI);
- Cochise County provided a letter of support for this RCPP;
- And along with the County, we had 21 other partners/supporters (including the Governor Ducey, Fort Huachuca, Western Regional Partnership, AZ Dept. of Ag., AZ Game and Fish, AZ State Forestry, Hereford and Santa Cruz NRCDs, etc.);
- We hear whether we were awarded funds for RCPP next month;
- With this same exact project and focus area (as we had for RCPP), we are now seeking REPI funds;
- We are seeking \$7M total (\$5.5M towards purchasing conservation easements, \$1M towards restoration and \$500K toward Strategic Planning);
- We seek to have the same supporters/partners for this REPI, except we are hoping to add a few (Santa Cruz County, Sierra Vista, State Land Dept., Senator McCain, Senator Flake, and Congresswoman McSally);
- Our full proposal is due February 5th.

#### **Department's Next Steps (if approved):**

Email and hard mail the letter with attached letter to:

Peter Stangel  
U.S. Endowment for Forest and Communities  
c/o SREL, Drawer E  
Aiken, SC 29802

#### **Impact of NOT Approving/Alternatives:**

ALWT will not have a letter of support from Cochise County.

#### **To BOS Staff: Document Disposition/Follow-Up:**

Email and hard mail the letter with attached letter to:

Peter Stangel  
U.S. Endowment for Forest and Communities  
c/o SREL, Drawer E  
Aiken, SC 29802

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#### **Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Letter

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**ARLETHE G. RIOS**  
Clerk of the Board

January 5, 2016

Peter Stangel  
U.S. Endowment for Forest and Communities  
c/o SREL, Drawer E  
Aiken, SC 29802  
[Peter@usendowment.org](mailto:Peter@usendowment.org)

RE: Letter of Support for Arizona Land and Water Trust's REPI Full Proposal

Dear Mr. Stangel:

We are pleased to provide this letter of support for Arizona Land and Water Trust ("Trust") in its proposal for the 2016 REPI Challenge. The proposal focuses on conserving and restoring key private, working lands near the U.S. Army's Fort Huachuca in southeastern Arizona. Since Fort Huachuca ("Fort") has been designated a Sentinel Landscape, we believe, in addition to the other funding sought, REPI funds will further advance implementation of various conservation efforts in a collaborative fashion in this important region.

The primary focus of this REPI proposal is to protect the missions of Fort Huachuca by combating encroachment, while conserving historical working ranches and providing credits for the Fort through restoration projects. This unique project brings together partners in the region collectively enhancing the overall impact of individual projects and efforts seeking to restore and conserve key agricultural lands on the larger landscape scale. The proposed project area contains significant working landscapes and natural resources, including the San Pedro River and its tributaries, with a focus on the Babocomari River, native grasslands, and the Chihuahuan and Sonoran deserts. This area is important for its open space, agriculture, historic working ranches, and its contribution to our western heritage.

Because of the numerous partners and various aspects involved, selection of this proposal will further the leveraging of funds as well as maintain an unrestricted mission environment at Fort Huachuca. The Fort is a critical military asset with the following attributes: the U.S. Army Intelligence Center of Excellence, which trains Army intelligence personnel; the largest Unmanned Aircraft System (UAS) training center in the world; and the Army's Buffalo Soldier Electronic Testing Range (ETR), which is the designated Sentinel Landscape focus area. Conserving land within Fort's restricted airspace and ETR helps support the continuation of over 100,000 annual military flight operations and reduces electronic interference.

Arizona is one of the fastest growing states in the country and growth of residential and commercial development is rapidly increasing around Fort Huachuca. This growth limits the use of airfields and training areas and threatens the continued viability of missions at the installation. Because Fort Huachuca is a significant contributor to the southeastern Arizona economy, enhancing Fort Huachuca's ability to sustain its missions can

only improve the economic outlook of this region. The conservation and restoration of working lands within the Sentinel Landscape focus area will help sustain one of Arizona's major economic drivers.

For the aforementioned reasons Cochise County supports the Arizona Land and Water Trust's full proposal for the 2016 REPI Challenge. Fort Huachuca and the historic working ranches that will benefit from this proposal are important to the economy as well as the people and culture of Southern Arizona.

Sincerely,

Richard R. Searle  
Chairman  
District 3

Patrick G. Call  
Vice-Chairman  
District 1

Ann English  
Member  
District 2



## Board of Supervisors

## Regular Board of Supervisors Meeting

Meeting Date: 01/05/2016

Adopt Resolution to Amend Merit System Award Board members

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation Recommendation: Approve

Document Signatures: BOS Signature Required # of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: n/a TITLE of PRESENTER: n/a

Mandated Function?: Federal or State Mandate Source of Mandate or Basis for Support?: ARS 38-614

Docket Number (If applicable):

## Information

## Agenda Item Text:

Approve Resolution 16-01 to amend County Merit Award System Board members.

## Background:

The County Merit Award System Board was created in 2011 and with change of County leadership, we wanted to amend the resolution to update the board members.

## Department's Next Steps (if approved):

Record Resolution and file.

## Impact of NOT Approving/Alternatives:

The County Merit Award Board will not be able to meet as one of the members is no longer at the County.

## To BOS Staff: Document Disposition/Follow-Up:

None.

## Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

## Fund Transfers

## Attachments

Resolution



## **RESOLUTION 16-**

### **A RESOLUTION AMENDING THE APPOINTMENT OF THREE MEMBERS TO THE COCHISE COUNTY MERIT SYSTEM REVIEW BOARD**

**WHEREAS**, pursuant to A.R.S. § 38-614, the Board of Supervisor s may adopt rules and regulations to provide merit awards for county employees; and

**WHEREAS**, these rules and regulations shall include granting a merit award for any of the following: an adopted procedure or idea which eliminates or reduces county expenditures, improves operations in the public interest, or the performance of a special act or service in the public interest; and

**WHEREAS**, prior to the implementation of employees merit awards, the Board of Supervisors must first appoint a Merit System Review Board whose purpose is to establish a policy for the operation of the merit award system and oversee suggestions and recommend for approval all merit awards with the concurrence of the department head for whom the employee works; and

**WHEREAS**, the Board of Supervisors shall establish and may fund a special merit award fund consisting of non-appropriated monies in the department where the cost savings is realized and at the end of the fiscal year may transfer all or part of these monies accumulated in the merit award fund to the general fund; and

**WHEREAS**, the Merit System Review Board must comply with all statutory provisions set forth in A.R.S. § 38-614 regarding qualifying criteria and monetary limits and shall certify to the Board of Supervisors the names of employees recommended for a merit award and the amount of the award of which the Board of Supervisors has final approval; and

**WHEREAS**, the Merit System Review Board shall be equal to the number of Supervisors with each Supervisor appointing one member to serve on the Merit System Review Board;

**THEREFORE, BE IT RESOLVED** by the Cochise County Board of Supervisors hereby appoints:

1. County Administrator
2. Deputy County Administrator
3. Human Resources Director

to the Merit Award System Board.

**FURTHER, BE IT RESOLVED** that each board member shall serve in this capacity as long as

they hold the position of County Administrator, Deputy County Administrator and Human Resources Director.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Richard R. Searle, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

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Arlethe G. Rios  
Clerk of the Board

**APPROVED AS TO FORM:**

*Elda Orduno* on behalf of  
Britt W. Hanson  
Chief Civil Deputy County Attorney

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 01/05/2016

Approve the Award of Request for Qualifications to establish an On Call List for Hydrology & Hydraulic Analysis Services.

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME  
of PRESENTER:** Terry Hudson**TITLE  
of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate  
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Request for Qualifications (RFQ) 16-04-HFP-04 for On Call Hydrology & Hydraulic Analysis Services for the Community Development Highway and Floodplain Division for a three year period from January 5, 2016 through December 31, 2018 with possible renewal periods of two one-year periods.

**Background:**

RFQ 16-04-HFP-04 was released on August 18, 2015 for the purpose of creating an on call list of consultants for hydrology and hydraulic analysis services. The solicitation was advertised in the Arizona Range News on 8/26/2015 and 9/2/2015 and posted on the Public Purchase website. E-mail notifications were sent out to 303 prospective consultants. Ten responses were received prior to the solicitation closing date of September 24, 2015 at 4:00 p.m. An evaluation panel consisting of representatives from the Highway and Floodplain Division evaluated and scored the submittals. The two firms that are being recommended for the qualified list are JE Fuller Hydrology and Geomorphology, Inc. and West Consultants, Inc. Attached is a list and scores of all ten responders.

**Department's Next Steps (if approved):**

Obtain proposals and execute professional service agreements as projects arise. Evaluate Consultants performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to issue a RFQ solicitation every time there was a project requirement for hydrology and hydraulic analysis services creating a significant increase in administrative time and project delays.

**To BOS Staff: Document Disposition/Follow-Up:**

No action required

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Fiscal Impact & Funding**

**Sources (if known):**

There is no direct fiscal impact on this recommendation. Agreements will be issued on a per project basis with expenditures being encumbered at the time of agreement execution. The Highway and Floodplain Division has budgeted accordingly for these expenditures.

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**Attachments**

Evaluation Scores

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**COCHISE COUNTY**  
**PROCUREMENT DEPARTMENT**

1415 Melody Lane, Bldg. C  
Bisbee, Arizona 85603  
Phone: 520-432-8390 Fax 520-432-8397  
[www.cochise.az.gov](http://www.cochise.az.gov)

	<b>Evaluator A</b>	<b>Evaluator B</b>	<b>Evaluator C</b>	<b>Evaluator D</b>	<b>Total</b>
JE Fuller	98	100	87	93	378
West Consultants	92	90	82	84	348
Psomas	100	87	68	92	347
The WLB Group	100	96	69	73	338
Golder Associates	97	88	66	84	335
Kimley Horn	95	92	64	83	334
Entellus	92	88	61	68	309
Project Engineering Consultants	87	85	59	68	299
Urban Engineering	84	80	61	64	289
M3 Engineering & Tech Corp.	91	72	57	52	272

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 01/05/2016

Notice of Public Hearing to Alter/Abandon a Highway and Exchange of Land for Willson Road in Naco

**Submitted By:** Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Karen Riggs**TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703**Information****Agenda Item Text:**

Approve holding a public hearing for February 9, 2016 to accept the exchange of lands for a portion of Willson Road and the abandonment of an undeveloped highway established in 1988.

**Background:**

Mr. Eberwein has proposed dedicating a portion of Willson Road, a county maintained road, in exchange for the abandonment of an undeveloped alley and extension of Willson Road adjacent to his parcels 102-57-004 and 102-35-005.

In 1988, Resolution 88-92 (also depicted on Maps and Plats Book 12 Pages 83-83A) established several road alignments in the Naco Townsite. Among these alignments are the roads the County maintains as well as the undeveloped extension Mr. Eberwein has requested to exchange. As such in order to exchange the undeveloped portion state laws require advertisement and a public hearing to abandon the highway status.

Staff has reviewed the request and determined that the undeveloped alley and extension of Willson Road are not in use by the traveling public. There is an existing APS utility within the extension and Mr. Eberwein is agreeable to grant a separate utility easement to APS that will be recorded in conjunction with the exchange documents.

In as much as the extension and alley are undeveloped for public road use and, in exchange, Mr. Eberwein will convey to the County a portion of the existing maintained Willson Road, the County Engineer recommends setting a public hearing for February 9th to accept the exchange and vacate the highway status of the undeveloped extension.

**Department's Next Steps (if approved):**

If the recommendation is approved, Highway staff will advertise as required by statute and a public hearing will be held February 9th to consider the request.

**Impact of NOT Approving/Alternatives:**

If the exchange is not approved, the portion of Willson Road south of Hogan Street will remain a public right-of-way and the portion of Willson Road right-of-way north of Hogan Street will remain unperfected.

**To BOS Staff: Document Disposition/Follow-Up:**

If the recommendation is approved, Highway staff will advertise as required by statute and a public hearing will be held February 9th to consider the request.

**Attachments**Executive SummaryExecutive Summary MapPublic Notice



## Location Map

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## **Cochise County**

### **Community Development**

#### **Highway and Floodplain Division**

*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

**DATE:** 12/21/15  
**TO:** Board of Supervisors  
**THRU:** Karen C. Riggs, Director  
**FROM:** Teresa Murphy, Right-of-Way Agent  
**SUBJECT:** Willson Road Exchange

#### **Recommendation:**

The County Engineer recommends setting a public hearing for February 9<sup>th</sup> to accept the exchange of lands for a portion of Willson Road and the abandonment of an undeveloped highway established in 1988.

#### **Background (Brief):**

Mr. Eberwein has proposed dedicating a portion of Willson Road, a county maintained road, in exchange for the abandonment of an undeveloped alley and extension of Willson Road adjacent to his parcels 102-57-004 and 102-35-005.

In 1988, Resolution 88-92 (also depicted on Maps and Plats Book 12 Pages 83-83A) established several road alignments in the Naco Townsite. Among these alignments are the roads the County maintains as well as the undeveloped extension Mr. Eberwein has requested to exchange. As such in order to exchange the undeveloped portion state laws require advertisement and a public hearing to abandon the highway status.

Staff has reviewed the request and determined that the undeveloped alley and extension of Willson Road are not in use by the traveling public. There is an existing APS utility within the extension and Mr. Eberwein is agreeable to grant a separate utility easement to APS that will be recorded in conjunction with the exchange documents.

In as much as the extension and alley are undeveloped for public road use and, in exchange, Mr. Eberwein will convey to the County a portion of the existing maintained Willson Road, the County Engineer recommends setting a public hearing for February 9<sup>th</sup> to accept the exchange and vacate the highway status of the undeveloped extension.

**Highway and Floodplain**  
1415 Melody Lane, Building F  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9337 fax  
1-800-752-3745  
[highway@cochise.az.gov](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto:floodplain@cochise.az.gov)

**Planning, Zoning and Building Safety**  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9278 fax  
1-877-777-7958  
[planningandzoning@cochise.az.gov](mailto:planningandzoning@cochise.az.gov)



## **Cochise County Community Development Highway and Floodplain Division**

*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

### **Fiscal Impact & Funding Sources:**

There are no costs associated with the exchange of Willson Road Abandonment for Willson Road dedication.

### **Next Steps/Action Items/Follow-up:**

If the recommendation is approved, Highway staff will advertise as required by statute and a public hearing will be held February 9<sup>th</sup> to consider the request.

### **Impact of Not Approving:**

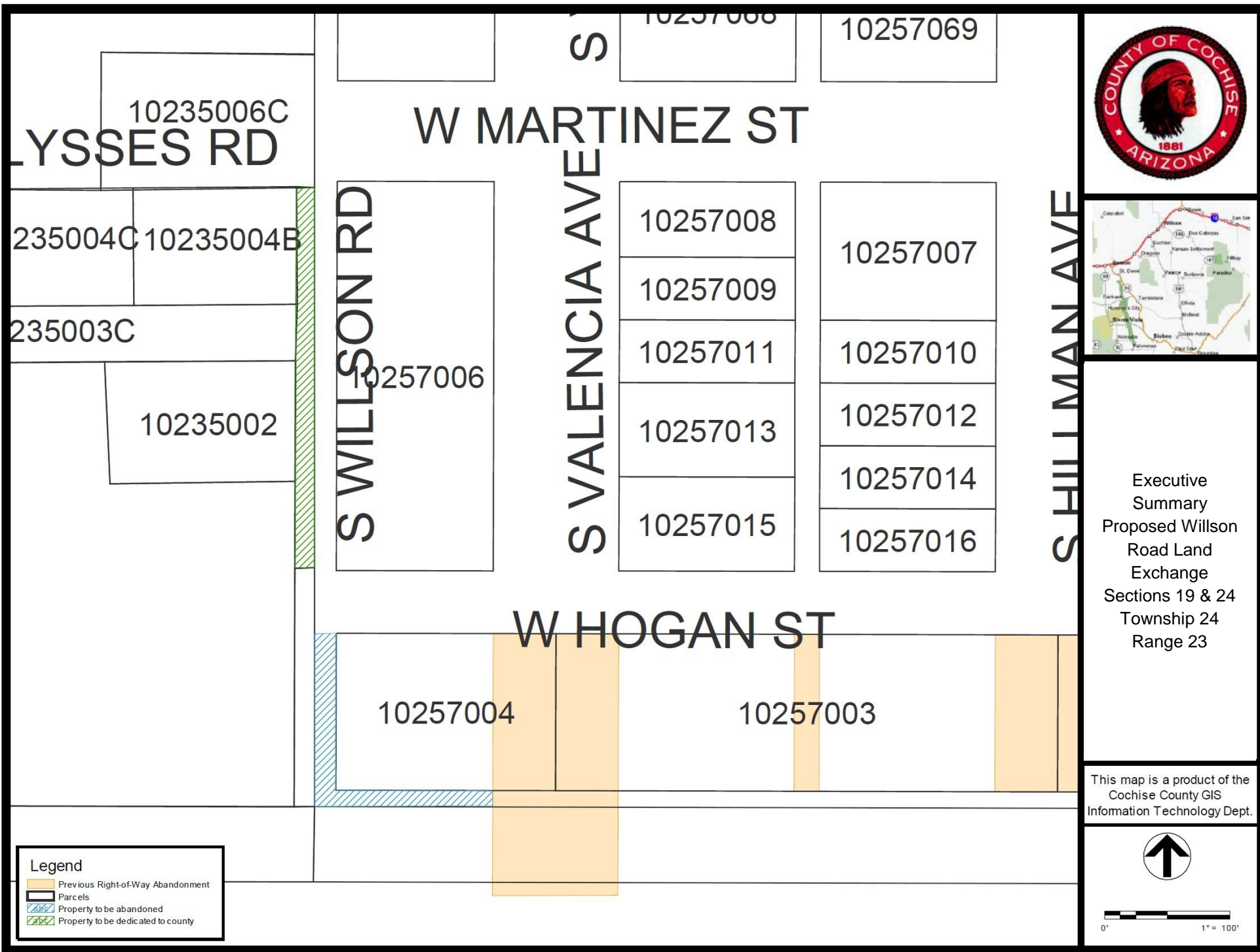
If the exchange is not approved, the portion of Willson Road south of Hogan Street will remain a public right-of-way and the portion of Willson Road right-of-way north of Hogan Street will remain unperfected.

#### **Highway and Floodplain**

1415 Melody Lane, Building F  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9337 fax  
1-800-752-3745  
[highway@cochise.az.gov](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto:floodplain@cochise.az.gov)

#### **Planning, Zoning and Building Safety**

1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9278 fax  
1-877-777-7958  
[planningandzoning@cochise.az.gov](mailto:planningandzoning@cochise.az.gov)



Executive  
Summary  
Proposed Willson  
Road Land  
Exchange  
Sections 19 & 24  
Township 24  
Range 23

This map is a product of the  
Cochise County GIS  
Information Technology Dept.



## **NOTICE OF PUBLIC HEARING**

### **ALTERING/ABANDONING A HIGHWAY AND EXCHANGE OF LAND FOR WILLSON ROAD IN NACO**

There has been filed with the Board of Supervisors of Cochise County, Arizona, an application to alter and abandon a portion of a County Highway, and exchange property more particularly described as follows:

#### **Parcel I:**

A strip of land to be abandoned and conveyed to Gerald Eberwein described as follows:

That portion of those certain public rights-of-way, adjoining Block 4, NACO TOWNSITE, according to Book 1 of Maps and Plats at pages 138 and 139, Office of the County Recorder, Cochise County, Arizona and more particularly described as follows:

BEGINNING at the Northwest corner of Lot 600 Block 4 NACO TOWNSITE;

thence South along the West line of Block 4 a distance of 125.00 feet to the Southwest corner of Lot 608 Block 4;

thence East along the South line of said Block 4, a distance of 125.00 feet, to a point on the West line of Abandonment recorded in Docket 645, pages 416 through 418, records of Cochise County, Arizona;

thence South a distance of 15.00 feet to a point that is 60.00 feet North of the United States-Mexico border;

thence West a distance of 142.5 feet to a point on the West boundary of Section 19;

thence North a distance of 140.00 feet to the Westerly prolongation of the North line of Block 4;

thence East along said prolongation a distance of 17.5 feet to the POINT OF BEGINNING.

#### **Parcel II:**

A strip of land to be conveyed to Cochise County described as follows:

Portion of GLO Lot 1, Section 24, Township 24 South, Range 23 East of the Gila and Salt River Meridian, Cochise County, Arizona, with reference being made to:

Official Townsite Map of Naco according to Book 0 of Maps and Plats page 68, and Book 1 of Maps and Plats pages 138 & 139,

Portion of GLO Lot 1, herein after referenced as Loreto Property, according to document No. 0307-26262,

Portion of GLO Lot 1, herein after referenced as Valenzuela Property, according to document No. 8901-00872,

Portion of GLO Lot 1, herein after referenced as Morales Property, according to document No. 0103-08090,

Portion of GLO Lot 1, herein after referenced as Urcadez Property, according to document No. 0707-24663,

Portion of GLO Lot 1, herein after referenced as Eberwein Property, according to Docket 1111 page 450,

All references as filed in the office of the Cochise County Recorder, Cochise County, Arizona, and more particularly described as follows:

BEGINNING at a point which is described as the Northwest corner of said Valenzuela parcel,  
thence South along the east line of said Valenzuela, Morales and Urcadez property to the Southeast corner of said Urcadez property;  
thence continuing South along the east line of said Eberwein property to a point of intersection with the westerly prolongation of the South line of Block 5, NACO TOWNSITE;  
thence East along said Westerly prolongation a distance of 14.00 more or less to the Section line common to Section 24, Township 24 South Range 23 East and Section 19 Township 24 South Range 24 East;  
thence North along said section line to a point which is the Southeast corner of said Loreto property;  
thence West along the south line of Loreto property to the POINT OF BEGINNING.

Notice is hereby given that Tuesday, February 9th, 2016 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said application and all objections thereto, and all persons wishing to object are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said application should not be granted; and

That notice of said hearing be published in the Arizona Range News thirty (30) days prior and once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

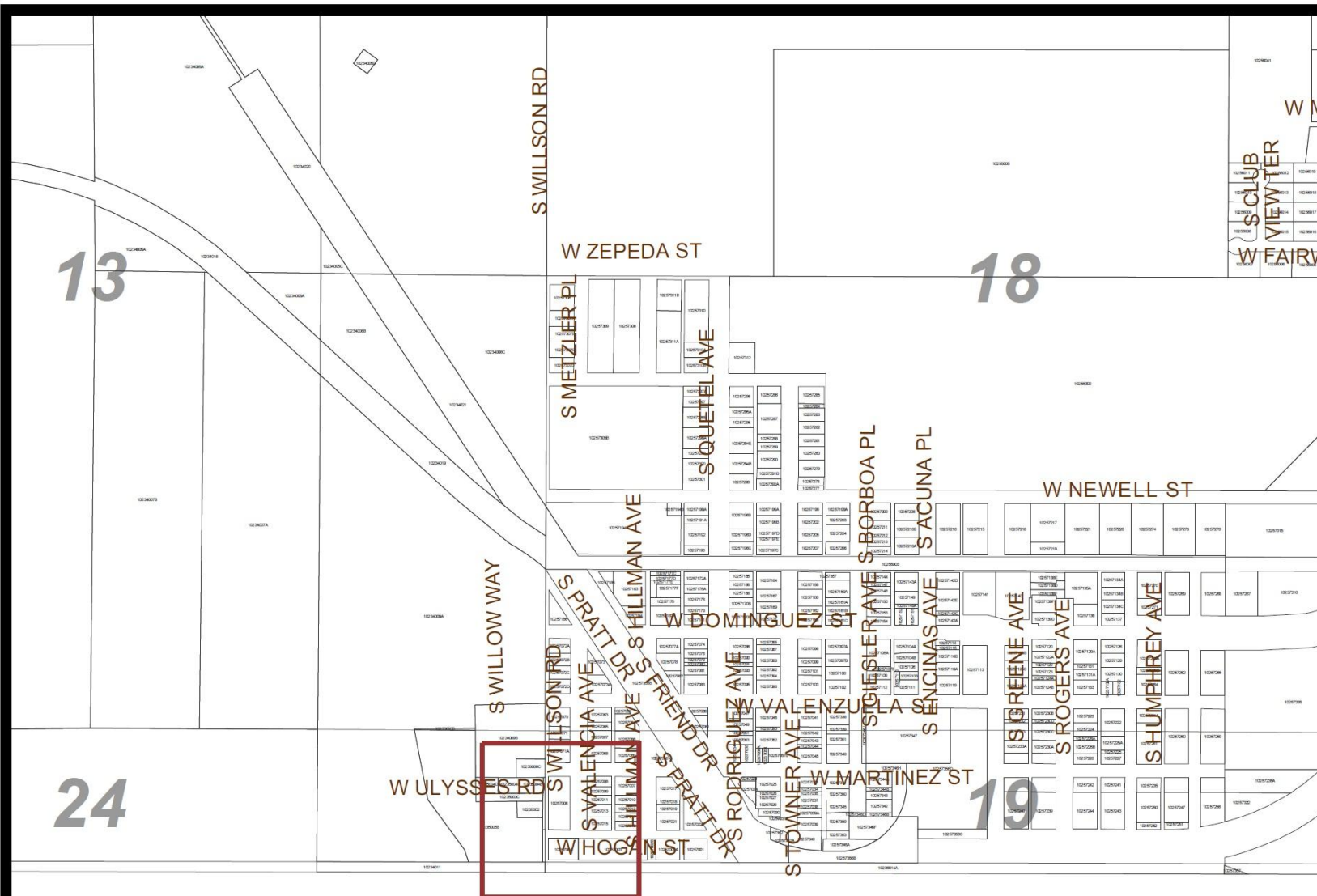
Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Arlethe G. Rios, Clerk of the Board

---

Richard R. Searle, Chairman  
Board of Supervisors



Location Map  
Proposed Land  
Exchange  
Sections 9 & 24  
Township 24  
Range 23

This map is a product of the  
Cochise County GIS  
Information Technology Dept.



0' 1" = 900'

Legend  
Sections  
Parcels  
abc  
Propose Area of Exchange

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 01/05/2016

IGA with Huachuca City for Rural Addressing Services

**Submitted By:** Paul Esparza, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME  
of PRESENTER:** n/a**TITLE  
of PRESENTER:** n/a**Docket Number (If applicable):** n/a**Mandated Function?:** Not Mandated**Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) with the Town of Huachuca City for Rural Street Naming and Addressing Services effective January 5, 2016 through January 5, 2021 with automatic annual renewals.

**Background:**

The County and the Town desire to act jointly and have the County provide certain services to the Town to maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response times.

**Department's Next Steps (if approved):**

Send Town of Huachuca City a fully executed agreement.

**Impact of NOT Approving/Alternatives:**

Town of Huachuca City will have to contract for these services.

**To BOS Staff: Document Disposition/Follow-Up:**

Send one fully executed original to the Planning and Zoning Division to mail to the Town of Huachuca City.

**Attachments**

Town of Huachuca City Resolution

IGA Huachuca City





# Town of Huachuca City

**The Sunset City**

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## **RESOLUTION NO. 2015-12**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR ADDRESSING AND RELATED SERVICES.

WHEREAS, Cochise County and Huachuca City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS, the County and the Town desire to act jointly and have the County provide certain services to the Town to maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response; and

WHEREAS, the County and the Town desire to establish the authority for the approval of street names and addresses to property and improvements within the jurisdictional boundaries of Huachuca City, pursuant to Cochise County's Rural Addressing Ordinance and 911 network compatibility; and

WHEREAS, personnel from the Town and the County have developed an intergovernmental agreement for the provision of addressing services, which is attached hereto as Exhibit AA@ and incorporated herein by this reference; and

WHEREAS, A.R.S. section 11-952 grants to Huachuca City the authority to enter into intergovernmental agreements; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town is hereby authorized to enter into the Intergovernmental Agreement between Cochise County and the Town of Huachuca City for the Provision of Addressing Services, attached hereto as Exhibit AA.@
- Section 2.** The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.

**Section 3.** The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

**Section 4.** All orders or resolutions in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10<sup>th</sup> DAY OF DECEMBER, 2015.**

  
Ken Taylor, Mayor

ATTEST:

  
Tammy Mitchell, Town Clerk/Administrator

Approved as to Form:

  
Thomas Benavidez, Town Attorney

*[Addressing Agreement must be Attached.]*

**Intergovernmental Agreement  
between  
Cochise County and the Town of Huachuca City  
for  
Rural Street Naming and Addressing Services**

This Intergovernmental Agreement ("IGA") is entered into by and between Cochise County, a body politic of the State of Arizona ("County") and the Town of Huachuca City, an Arizona municipal corporation ("Town"), pursuant to A.R.S. § 11-952.

**Recitals**

A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.

B. County and Town desire to act jointly and provide County services to maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response.

C. County and Town desire to establish the authority for the approval of street names and addresses to property and improvements within the jurisdictional boundaries of the Town of Huachuca City, pursuant to Cochise County's Rural Addressing Ordinance and 911 network compatibility.

NOW, THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

1. **Street Names.** County shall review and approve all street names, both public and private, for new or renamed street segments as necessary to facilitate proper addressing and 911 network compatibility in subdivided and unsubdivided areas and process the names for official adoption. County will transmit written responses to Town within fifteen (15) working days.
2. **Town Processing of Street Name Changes.** Town shall process street name changes as requested by County within thirty (30) working days; and notify County at least fifteen (15) days prior to effective date and shall be responsible for entries of new or changed street names and address ranges into the 9-1-1 Net in accordance with protocols of the network vendor.
3. **Addresses.** County shall assign addresses, in accordance with the *Cochise County Rural Addressing Ordinance* and the Master Street Address Guide Coordinator, to all new subdivisions, manufactured home parks and recreational vehicle parks within the Town's corporate limits upon submittal of proper documentation and materials. County will transmit written responses to Town within fifteen (15)

working days of receiving proposed plats or development plans.

4. **Address Records.** County and Town shall maintain all documentation of approved street names and assigned addresses.
5. **Town Duty to Require Addressing.** Town shall verify and use assigned street names and addresses in approving Town plats and development plans for manufactured home parks or recreational vehicle parks.
6. **Town Duty to Require Signage and Address Display.**
  - a. *Street Signs.* Town shall expeditiously install or require the installation of street signs for all new and renamed streets on the effective date in conformance with the Cochise County Rural Addressing Ordinance.
  - b. *Address Display.* Town shall field verify that all assigned addresses are permanently displayed and all street signage (when appropriate) are installed with correct spelling prior to occupancy permit issuance.
7. **Meetings.** County may attend development review meetings as requested by the Town.
8. **Appeal Procedure.** County shall have administrative jurisdiction to hear and decide appeals for addressing conflicts. County shall:
  - a. Designate an appeal hearing official or body;
  - b. Establish an appeal process; and
  - c. Notify Town of appeals decisions.
9. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnatee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
10. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Cochise County.

11. **Non-Discrimination.** The parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this IGA by reference, as if set forth in full herein.
12. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
13. **Severability.** If any provisions of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application; and to this end the provisions of this IGA are declared to be severable.
14. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
15. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Cochise County Board of Supervisors or the Town of Huachuca City Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such a termination, the parties shall have no further obligations other than for payment for services rendered prior to cancellation, and for the duty to indemnify described in section 9, above.
16. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
17. **Legal Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the legal jurisdictions of the Town or County.
18. **Workers' Compensation and Legal Workers.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purpose of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees. As mandated

by A.R.S. section 41-4401, the parties are prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. section 23-214(A). The parties must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. section 23-214(A).

19. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitations) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
20. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard or care with respect to the maintenance of public facilities different from the standard of care imposed by law.
21. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**  
Director of Planning Division  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

**Town:**  
Town Clerk  
500 N. Gonzales Blvd.  
Huachuca City, Arizona 85616

*With copies to County Officials:*

County Administrator  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603

Clerk of the Board  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603

22. **Effective Date; Term.** This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of five (5) years following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

23. **Termination.**

- a. *Termination for convenience.* Either party may, at any time and without cause, terminate the IGA by providing 30 days written notice to the other party of its intent to terminate.
- b. *Termination for cause.* If, in the judgement of either party to this IGA, the other Party does not perform in accordance with the conditions of this IGA, or is otherwise in default of any provisions of this IGA, the Party claiming non-performance or default shall give written notice to the other Party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting Party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the Party claiming non-performance or default may terminate this Agreement.
- c. *Obligations after Termination.* Except for indemnity obligations described in section 9, above, in the event of termination, the Parties shall have no further obligation other than for payment for services rendered.
24. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior to contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Cochise County Recorder, or Arizona Secretary of State, whichever is appropriate.

**In Witness Whereof,** the Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk and the County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested by the Clerk of the Board.

**COCHISE COUNTY:**

\_\_\_\_\_  
Chairman  
Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board



**TOWN OF HUACHUCA CITY**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**Attorney certification:**

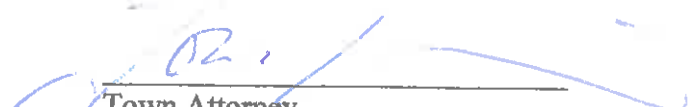
The foregoing Intergovernmental Agreement between Cochise County and Town of Huachuca City has been reviewed by the undersigned, pursuant to A.R.S. 11-952(G), and is hereby approved as to form.

**COCHISE COUNTY**



\_\_\_\_\_  
Deputy County Attorney

**TOWN OF HUACHUCA CITY**

  
\_\_\_\_\_  
Town Attorney



**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

Approve proposed settlement of a tax appeal

**Submitted By:** Catherine Barney, County Attorney

**Department:** County Attorney

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature NOT Required      **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** N/A      **TITLE of PRESENTER:** N/A

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve the proposed tax appeal settlement in Fasciola v. Cochise County, ST2015-000172, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

**Background:**

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value of his primary residence, identified as assessor parcel number 105-99-035-7, with a property address of 4743 S. Cree Avenue, Sierra Vista, Arizona 85650, for tax year 2016.

After inspecting the properties, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property valuation should be adjusted for tax year 2016. The Assessor recommended a settlement offer that adjusts the full cash value and limited property value as follows:

**TAX YEAR FROM TO**

2016: FCV \$209,777 FCV \$180,000  
LPV \$209,698 LPV \$179,932

The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

**Department's Next Steps (if approved):**

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

**Impact of NOT Approving/Alternatives:**

Should the Board not approve the proposed settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Arizona Tax Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise County Attorney's Office - Civil Division upon Board's approval.

---

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

Demands

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

Auditor-General's requirement for Board of Supervisors to approve.

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

Board of Supervisors will not be in compliance with State law.

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

HPHC Amendment 1: ADHS15-094960, Healthy People Healthy Communities

**Submitted By:** Linda Greenwood, Health & Social Services

**Department:** Health & Social Services

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature NOT Required

**# of ORIGINALS** 0

**Submitted for Signature:**

**NAME of PRESENTER:** Judith Gilligan

**TITLE of PRESENTER:** Prevention Services Director

**Mandated Function?:** Not Mandated

**Source of Mandate or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

---

**Information**

**Agenda Item Text:**

Approve Amendment 1 to Contract ADHS15-094960, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services for the period of 07/01/2015 to 6/30/2020 in the total amount of \$513,577, which includes the incremental amounts of \$22,700 for Family Planning and \$68,207 for Teen Pregnancy.

**Background:**

**Background (Brief):**

The purpose of this Integrated IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately.

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS has developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Implementation of this IGA is being undertaken in three phases during the first year of the IGA to accommodate funding cycles. Phase I includes Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and began July 2015. Phase II includes the Public Health and Health Services Block Grant (Accreditation activities) and began October 2015. Phase III includes Teen Pregnancy Prevention, Family Planning and Maternal and Child Health and will begin in January 2016. All three phases will be operational and fully implemented in years two through five with annual start dates of July 1st.

**Department's Next Steps (if approved):**

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

**Impact of NOT Approving/Alternatives:**

**Impact of Not Approving:**

Not approving this amendment would result in the termination of all CHSS contracts to provide the services described above to improve the health of Cochise County residents.

**To BOS Staff: Document Disposition/Follow-Up:**

Department Director to execute amendment upon BOS approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☒

**Amount Available:** 90907

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☒

**Account Code(s) for Available Funds**

1:

242

**Fund Transfers**

**Fiscal Year:** 15/16

**One-time Fixed Costs? (\$\$\$):** 0

**Ongoing Costs? (\$\$\$):** 0

**County Match Required? (\$\$\$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 26504

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the incremental amount of \$90,907 for the six months of Phase III only. The ADHS allowable indirect rate is 10% (Teen Pregnancy) and 0% (Family Planning) versus the county A-87 rate of 46.31%. The result is a six-month net County subsidy of \$21,127 for Phase III, as follows:

	Family	Teen	
	Planning	Pregnancy	
Salaries/EREs (six months)	3,459	53,773	
A-87 OH at 46.31%	1,602	24,902	
Authorized OH	0	5,377	10%
Net County Subsidy	1,602	19,525	
<b>Total Net County Subsidy</b>		<b>21,127</b>	

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**Attachments**

[amendment](#)

[exec summary](#)

[grant approval form](#)

[IGA Amendment 1 - ADHS15-094960 - Healthy People Healthy Communities-signed](#)

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# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: **ADHS15-094960**

Amendment No. **1**

## Healthy People Healthy Communities

Effective upon signature of both parties, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6 1 Amendments, Purchase Orders and Change Orders the following is amended:
  - 1.1 Due to a system change Agreement No. ADHS15-094960 is changed to Agreement No. ADHS16-109191
  - 1.2 Replace Agreement Price Sheet Phase 3 page Thirty-Three (33) with Price Sheet of this Amendment One (1). Total Price Sheet amount is \$513,577.00

Continued on next page.

CONTRACTOR SIGNATURE	
Cochise County	Contractor Authorized Signature
Contractor Name	
1415 W. Melody Lane, Bldg A,	Printed Name
Address	
Bisbee, AZ 85603	Title
City State Zip	
<b>CONTRACTOR ATTORNEY SIGNATURE</b> Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona Signed this _____ day of _____ 20____
Signature Date	Procurement Officer
Printed Name	
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	Reserved for use by the Secretary of State
Signature Date Assistant Attorney General	<b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>
Printed Name: JO ANN HANDY	



# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: ADHS15-094960

Amendment No. 1

## COCHISE COUNTY

### PRICE SHEET PHASE ONE (1)

PHASE 1: JULY 1, 2015 - JUNE 30, 2016

#### PHASE ONE (1) ACTION PLAN (Tobacco and Chronic Disease)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$16,550.00	\$16,550.00
<b>TOTAL</b>		<b>1</b>	<b>\$16,550.00</b>	<b>\$16,550.00</b>

#### TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$73,121.25	\$292,485.00
<b>TOTAL</b>		<b>4</b>	<b>\$73,121.25</b>	<b>\$292,485.00</b>

#### CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$5,503.75	\$22,015.00
<b>TOTAL</b>		<b>4</b>	<b>\$5,503.75</b>	<b>\$22,015.00</b>

#### Phase I ACTION PLAN (HAPI)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700.00	\$8,700.00
<b>TOTAL</b>		<b>1</b>	<b>\$8,700.00</b>	<b>\$8,700.00</b>

#### HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$10,121.00	\$40,484.00
<b>TOTAL</b>		<b>4</b>	<b>\$10,121.00</b>	<b>\$40,484.00</b>



**INTERGOVERNMENTAL AGREEMENT(IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: **ADHS15-094960**

Amendment No. **1**

**COCHISE COUNTY**

**PRICE SHEET PHASE TWO (2)**

**PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016**

**PHASE TWO (2) ACTION PLAN**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000.00	\$7,000.00
<b>TOTAL</b>		<b>1</b>	<b>\$7,000.00</b>	<b>\$7,000.00</b>

**PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$11,812.00	\$35,436.00
<b>TOTAL</b>		<b>3</b>	<b>\$11,812.00</b>	<b>\$35,436.00</b>





# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: **ADHS15-094960**

Amendment No. **1**

## COCHISE COUNTY

### PRICE SHEET PHASE THREE (3)

PHASE 3: JANUARY 1, 2016 - JUNE 30, 2016

#### PHASE THREE (3) ACTION PLAN (Family Planning)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Family Planning	EA	1	\$7,567.00	\$7,567.00
<b>TOTAL</b>		<b>1</b>	<b>\$7,567.00</b>	<b>\$7,567.00</b>

#### FAMILY PLANNING

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit F 1.1.1)	QTR	2	\$7,566.50	\$15,133.00
<b>TOTAL</b>		<b>2</b>	<b>\$7,566.50</b>	<b>\$15,133.00</b>

#### ACTION PLAN (Teen Pregnancy Prevention)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Teen Pregnancy Prevention	EA	1	\$22,736.00	\$22,736.00
<b>TOTAL</b>		<b>1</b>	<b>\$22,736.00</b>	<b>\$22,736.00</b>

#### TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit E 1.1.1)	QTR	2	\$22,735.50	\$45,471.00
<b>TOTAL</b>		<b>2</b>	<b>\$22,735.50</b>	<b>\$45,471.00</b>

#### PHASE ONE (1), PHASE TWO (2), PHASE THREE (3) GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
<b>GRAND TOTAL</b>				<b>\$513,577.00</b>

## Executive Summary Form

### Agenda Number: HLT (Integrated IGA)

#### **Recommendation:**

Approve HPHC Amendment 1: ADHS15-094960, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2015 to 6/30/2020. This amendment: (i) changes the # of the IGA from ADHS15-094960 to ADHS16-109191 due to a system change at ADHS, and (ii) provides a new price sheet for the first year in the total amount of \$513,577, which includes the incremental amounts of \$22,700 for Family Planning and \$68,207 for Teen Pregnancy for the period from 1/1/16 – 6/30/16 (the original IGA amount of \$422,670 was previously approved by the BOS).

#### **Background (Brief):**

The purpose of this Integrated IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately.

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS has developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Implementation of this IGA is being undertaken in three phases during the first year of the IGA to accommodate funding cycles. Phase I includes Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and began July 2015. Phase II includes the Public Health and Health Services Block Grant (Accreditation activities) and began October 2015. Phase III includes Teen Pregnancy Prevention, Family Planning and Maternal and Child Health and will begin in January 2016. All three phases will be operational and fully implemented in years two through five with annual start dates of July 1st.

#### **Fiscal Impact & Funding Sources:**

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the incremental amount of \$90,907 for the six months of Phase III only. The ADHS allowable indirect rate is 10% (Teen Pregnancy) and 0% (Family Planning) versus the county A-87 rate of 46.31%. The result is a six-month net County subsidy of \$21,127 for Phase III, as follows:

	Family Planning	Teen Pregnancy	
Salaries/EREs (six months)	3,459	53,773	
A-87 OH at 46.31%	1,602	24,902	
Authorized OH	0	5,377	10%
Net County Subsidy	1,602	19,525	
<b>Total Net County Subsidy</b>		<b>21,127</b>	

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

## Executive Summary Form

### Agenda Number: HLT (Integrated IGA)

#### **Impact of Not Approving:**

Not approving this amendment would result in the termination of all CHSS contracts to provide the services described above to improve the health of Cochise County residents.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

## PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: **ADHS15-094960**

Amendment No. **1**

## Healthy People Healthy Communities

Effective upon signature of both parties, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6 1 Amendments, Purchase Orders and Change Orders the following is amended:
  - 1.1 Due to a system change Agreement No. ADHS15-094960 is changed to Agreement No. ADHS16-109191
  - 1.2 Replace Agreement Price Sheet Phase 3 page Thirty-Three (33) with Price Sheet of this Amendment One (1). Total Price Sheet amount is \$513,577.00

Continued on next page.

<b>CONTRACTOR SIGNATURE</b>	
Cochise County	Contractor Authorized Signature
Contractor Name	
1415 W. Melody Lane, Bldg A,	Printed Name
Address	
Bisbee, AZ 85603	Title
City State Zip	
<b>CONTRACTOR ATTORNEY SIGNATURE</b>	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	State of Arizona
<i>Elda Orduno</i> 12/22/15	Signed this _____ day of _____ 20____
Signature Date	
Elda Orduno	Procurement Officer
Printed Name	
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	Reserved for use by the Secretary of State
<i>John Hardy</i> 10-16-15	<b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>
Signature Date	
Assistant Attorney General	
Printed Name: JO ANN HANDY	



# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: ADHS15-094960

Amendment No. 1

## COCHISE COUNTY

### PRICE SHEET PHASE ONE (1)

PHASE 1: JULY 1, 2015 - JUNE 30, 2016

#### PHASE ONE (1) ACTION PLAN (Tobacco and Chronic Disease)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$16,550.00	\$16,550.00
<b>TOTAL</b>		<b>1</b>	<b>\$16,550.00</b>	<b>\$16,550.00</b>

#### TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$73,121.25	\$292,485.00
<b>TOTAL</b>		<b>4</b>	<b>\$73,121.25</b>	<b>\$292,485.00</b>

#### CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$5,503.75	\$22,015.00
<b>TOTAL</b>		<b>4</b>	<b>\$5,503.75</b>	<b>\$22,015.00</b>

#### Phase I ACTION PLAN (HAPI)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700.00	\$8,700.00
<b>TOTAL</b>		<b>1</b>	<b>\$8,700.00</b>	<b>\$8,700.00</b>

#### HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$10,121.00	\$40,484.00
<b>TOTAL</b>		<b>4</b>	<b>\$10,121.00</b>	<b>\$40,484.00</b>



**INTERGOVERNMENTAL AGREEMENT(IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W Adams, Room 303  
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(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Tracey Thomas

Contract No: **ADHS15-094960**

Amendment No. **1**

**COCHISE COUNTY**

**PRICE SHEET PHASE TWO (2)**

**PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016**

**PHASE TWO (2) ACTION PLAN**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000.00	\$7,000.00
<b>TOTAL</b>		<b>1</b>	<b>\$7,000.00</b>	<b>\$7,000.00</b>

**PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$11,812.00	\$35,436.00
<b>TOTAL</b>		<b>3</b>	<b>\$11,812.00</b>	<b>\$35,436.00</b>





# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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Procurement Officer:  
Tracey Thomas

Contract No: **ADHS15-094960**

Amendment No. **1**

## COCHISE COUNTY

### PRICE SHEET PHASE THREE (3)

PHASE 3: JANUARY 1, 2016 - JUNE 30, 2016

#### PHASE THREE (3) ACTION PLAN (Family Planning)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Family Planning	EA	1	\$7,567.00	\$7,567.00
<b>TOTAL</b>		<b>1</b>	<b>\$7,567.00</b>	<b>\$7,567.00</b>

#### FAMILY PLANNING

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit F 1.1.1)	QTR	2	\$7,566.50	\$15,133.00
<b>TOTAL</b>		<b>2</b>	<b>\$7,566.50</b>	<b>\$15,133.00</b>

#### ACTION PLAN (Teen Pregnancy Prevention)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Teen Pregnancy Prevention	EA	1	\$22,736.00	\$22,736.00
<b>TOTAL</b>		<b>1</b>	<b>\$22,736.00</b>	<b>\$22,736.00</b>

#### TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit E 1.1.1)	QTR	2	\$22,735.50	\$45,471.00
<b>TOTAL</b>		<b>2</b>	<b>\$22,735.50</b>	<b>\$45,471.00</b>

#### PHASE ONE (1), PHASE TWO (2), PHASE THREE (3) GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
<b>GRAND TOTAL</b>				<b>\$513,577.00</b>

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

Food Program Permanent Service Agreement - ADE Contract No. ED09-0001

**Submitted By:** Tracey Rocco, Juvenile Probation

**Department:** Juvenile Probation

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Recommendation:** Approve

**# of ORIGINALS** 3

**Submitted for Signature:**

**NAME**  
**of PRESENTER:** Teresa Rockrich

**TITLE**  
**of PRESENTER:** Business Manager

**Mandated Function?:** Federal or State Mandate

**Source of Mandate**  
**or Basis for Support?:** A.R.S. ss 11-951 and  
42 U.S.C. 1751

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

---

**Information**

**Agenda Item Text:**

Approve Food Program Permanent Service Agreement-Contract ED09-0001 between Cochise County Juvenile Detention and the Arizona Department of Education (ADE) in the amount of \$22,000 for the period of July 1, 2015 through June 30, 2016.

**Background:**

Juvenile Court Services' Juvenile Detention Center participates in the National School Lunch Program (NSLP) as governed by this agreement with ADE. The NSLP provides federal funding to ADE for reimbursement to Juvenile Court Services of the cost for breakfasts and lunches served to youth at the school operated within the Juvenile Detention Center.

**Department's Next Steps (if approved):**

BOS to retain one of the three (1 of 3) signed agreements. Upon notice by the BOS staff, Teresa Rockrich (432-8819) will pick up two of the three (2 of 3) original signed agreements from the Board of Supervisor's office and forward onto ADE (Phoenix office) for signature by the Superintendent of Public Instruction. When the one fully signed (1) original is returned to the Juvenile Court Services office by ADE, Teresa will drop off a fully signed original document to the BOS office for the BOS file.

**Impact of NOT Approving/Alternatives:**

No reimbursement to County general fund for cost of breakfasts and lunches served to youth at Juvenile Detention Center will be received.

**To BOS Staff: Document Disposition/Follow-Up:**

Please call Teresa Rockrich at 432-8819 for pick up of two original signed agreements.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1: 100-1200-1220-331.420

**Fund Transfers**

**Fiscal Year:** 2016

**One-time Fixed Costs? (\$\$\$):** 22000

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

Reimbursement as budgeted in the FY2016 general fund for NSLP at Juvenile Detention Center.

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**Attachments**

- ADE Contract
  - Grant Approval Form
-



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

**FOOD PROGRAM**  
**PERMANENT SERVICE AGREEMENT**  
**ADE Contract No. ED09-0001**  
Revised Summer 2014

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("SPONSOR")  
(Legal Name of Applicant)

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Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SPONSOR pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SPONSOR is a public agency). If the SPONSOR is a public agency, the SPONSOR is authorized to enter into this Agreement pursuant to \_\_\_\_\_  
(to be completed by the SPONSOR)

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SPONSOR enters into this Agreement with the BOARD for participation in one or more of the following programs (the "PROGRAM") (Check those that apply):

1.     ☐     National School Lunch Program (CFDA No. 10.555)
2.     ☐     School Breakfast Program           (CFDA No. 10.553)
3.     ☐     Special Milk Program               (CFDA No. 10.556)



# ARIZONA DEPARTMENT OF EDUCATION

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1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2014

### A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SPONSOR for the above designated PROGRAMs operated by SPONSOR in accordance with the following regulations, and any amendments, which are applicable to such PROGRAMs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

### B. PROVISIONS FOR ACCEPTING FUNDS

The SPONSOR agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAMs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

### C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that, for each site listed on the site sheet of the application, it will conduct the above designated PROGRAM(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each PROGRAM (unless the requirement is restricted to a particular PROGRAM):

#### **1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY**

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1).
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the PROGRAM. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SPONSOR, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service.
- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.



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- d. Plan menus in order to meet the Dietary Guidelines for Americans and key nutrient levels as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must show how the meals contribute to the required food components, food items or menu items every day, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY CNP Office, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the PROGRAM application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SPONSOR to be eligible for such meals under 7 CFR part 245 and as described in the CNP Guidance Manual.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- l. Conduct verification in accordance with 7 CFR part 245.11(i). Report verification results to the AGENCY no later than March 1. Collect and report the number of students who were terminated as a result of verification, but who were reinstated as of February 15. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SPONSOR's designated official signing the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SPONSOR with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, times an attendance factor. This attendance factor will be developed by the AGENCY.
4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
5. SPONSOR shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each PROGRAM include:
  - (I) daily number of meals served to children, by category and type of meal;
  - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the PROGRAM, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and



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- (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).
- n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the PROGRAM as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
  - o. The penalties specified in 7 CFR part 210.26 shall apply to any SPONSOR who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regards to claims submitted.
  - p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 are exempt, except they shall do a total count of all children at the point of service. School sites approved for Special Assistance, Provision 3 are exempt from any point of service meal counts.
  - q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
  - r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
  - s. Maintain necessary facilities for storing, preparing and serving food and milk.
  - t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SPONSOR application to participate in the PROGRAMs, or in withholding of reimbursement funds.
  - u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those PROGRAMs as specified in 7 CFR parts 210.21(d) and 220.16(d).
  - v. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SPONSORS contracting with a FSMC shall comply with 7 CFR part 210.16.





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A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: AGENCY Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting, USDA Foods orders and procurement of FSMCs, in accordance with 7 CFR part 210.16

- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of PROGRAM operations. Written approval must be received from the AGENCY prior to both parties entering into contract.
- x. Individuals with access to CNP Web shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a PROGRAM authorized by the NSLA and CNA shall establish a local school wellness policy that includes, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and guidelines for school meals as specified in Public Law 111-296, Section 204. SPONSORS must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SPONSOR shall also periodically measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- z. As defined in the NSLA, the SPONSOR shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the PROGRAM, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a



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report of the most recent inspection conducted, and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition PROGRAM shall only be required to obtain two (2) food safety inspections per year if the nutrition PROGRAMs offered use the same facilities for the production and service of meals.

### **D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE**

1. The SPONSOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and DEPARTMENT directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any PROGRAM or activity for which the SPONSOR receives federal financial assistance from the DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by the furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the DEPARTMENT.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized DEPARTMENT personnel during hours of PROGRAM operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the DEPARTMENT shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the DEPARTMENT. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROGRAM applicant.
5. AGENCY and SPONSOR shall maintain information on civil rights complaints, if any, submitted and/or received by the SPONSOR, AGENCY or DEPARTMENT, and their resolutions.



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### **E. EQUAL OPPORTUNITY/NON DISCRIMINATION**

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW**

The SPONSOR recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

### **G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES**

The AGENCY and the SPONSOR mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site sheet as the need arises, and the references herein to the site sheet shall be deemed to include the most recently approved site sheet.
2. The AGENCY shall promptly notify the SPONSOR of any change in the minimum meal requirements or the assigned rates of reimbursement.
3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2014 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2015, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by



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ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.

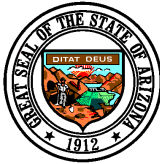
5. The SPONSOR's participation in the PROGRAM(s) under this Agreement is conditioned upon the AGENCY's approval of the SPONSOR's on-line application to the AGENCY through the CNP Web, a fully executed written Agreement with the AGENCY, and, in the event the SPONSOR contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SPONSOR's contract(s) with a FSMC prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SPONSOR.
6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SPONSOR shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by the AGENCY, SPONSOR shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

### **H. FREE AND REDUCED-PRICE POLICY STATEMENT**

The SPONSOR must supply copies of its PROGRAM Application, Free and Reduced-Price Policy Statement and the Free and Reduced-Price Document Summary to the AGENCY. The Free and Reduced-Price Policy Statement will be considered a permanent document.

### **I. CONFLICT OF INTEREST; CANCELLATION**

1. No employee, officer or agent of the SPONSOR who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SPONSOR, shall participate in selection or



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in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).

2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SPONSOR receives written notice of the cancellation unless the notice specifies a later time.

### J. AGREEMENT INTERPRETATION AND AMENDMENT

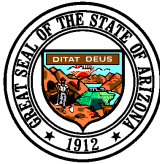
1. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
2. No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

### K. THIRD PARTY ANTITRUST VIOLATIONS

The SPONSOR assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SPONSOR toward fulfillment of this Agreement.

### L. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State of Arizona under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and



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available for the continuance of the Agreement, this Agreement may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section.

### **M. RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SPONSOR shall produce the original of any or all such records.

### **N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT**

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

### **O. TERMINATION/SUSPENSION**

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR. Pursuant to 7 CFR part 210.25, whenever it is determined that the SPONSOR has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the



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Agreement in whole, or in part. The SPONSOR may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SPONSOR shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

### **P. CERTIFICATION**

The SPONSOR certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.





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### USDA Foods AGREEMENT

(Applicable to SPONSORs receiving USDA Foods)

#### Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute DEPARTMENT donated food to eligible SPONSORs. SPONSORs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SPONSOR. The SPONSOR is responsible for establishing a purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SPONSOR becomes 30 days late from the agreed credit terms. Failure to pay will result in termination of participation and non-renewal of USDA Foods Program
2. The SPONSOR agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
3. The SPONSOR agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SPONSOR ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SPONSOR is to notify the AGENCY when any loss of, or damage to, USDA Foods occurs.
4. The SPONSOR shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SPONSOR. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the PROGRAM.
5. The SPONSOR shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
6. The SPONSOR shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
7. The SPONSOR shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SPONSOR shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a PROGRAM is terminated.





# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2014

8. Funds received by the SPONSOR from sales of salvable containers or salvage of USDA Foods shall be deposited in SPONSOR's Non-Profit Food Service Account.
9. SPONSORS may elect to participate in the Food Distribution processing programs. Cost of the processing and distribution of the end product will be incurred by the SPONSOR. Participants shall:
  - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
  - b. Release USDA Foods only to the AGENCY approved processor;
  - c. Maintain records to support purchase of processed commodity end products; and
  - d. Be held responsible to fulfill commitments to the AGENCY and processor.
10. The SPONSOR shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SPONSOR shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs may use USDA Foods in the preparation of meals for eligible SPONSORS pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SPONSOR will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
  - a. Any donated food will be used only to benefit the SPONSOR's feeding operation;
  - b. Proper inventory controls will be maintained;
  - c. All books and records of the FSMC pertaining to the feeding operation of the SPONSOR will be available for the period indicated in Section M of this Agreement; and
  - d. The responsibility will be clearly defined for who (the SPONSOR or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

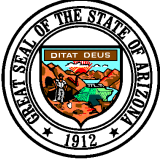
Revised Summer 2014

### SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SPONSORS participating in Special Milk Program)

#### THE SPONSOR AGREES TO:

1. Operate a nonprofit milk service.
2. Submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. Make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
4. Make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. Make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
6. Claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
7. Maintain full and accurate records of the PROGRAM operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
8. Furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

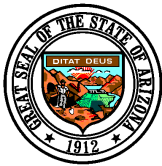
## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2014

### CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SPONSORS receiving \$100,000 or more in federal funds)

1. The SPONSOR agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
2. The SPONSOR further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
3. The SPONSOR further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
4. The SPONSOR additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SPONSOR further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SPONSOR also agrees to notify the EPA Assistant Administrator for Enforcement.



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2014

### CERTIFICATION PAGE

(Applicable to SPONSORS with governing boards only;  
must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1) County in which the governing board is located.
  - (2) Name of governing board member authorized to sign this certification page.
  - (3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
  - (4) Date of governing board meeting.
  - (5) Legal name of the SPONSOR.
  - (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
  - (7) Signature of governing board member (same name as on line (2) of this certification page).
- Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

### CERTIFICATION

State of Arizona )

County of (1) \_\_\_\_\_ )

I, (2) \_\_\_\_\_, the duly appointed or elected and qualified

**Name of Governing Board Member**

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3) \_\_\_\_\_ Arizona, on (4) \_\_\_\_\_, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5) \_\_\_\_\_ and the State Board of Education (BOARD) for the purpose of participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period beginning July 1, 2014.

(6) \_\_\_\_\_ has been designated by the governing board to sign this Agreement.

**Name of Designated Official**

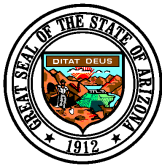
(Cannot be the same as (2) above)

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the governing board and that approval has not since been altered or rescinded.

(7) ~~DO NOT SIGN ELECTRONIC COPY~~ \_\_\_\_\_

**Signature of Governing Board Member**

(Same as (2) above)



# ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2014

### SIGNATURE PAGE

#### AGREED TO AND SIGNED:

1. \_\_\_\_\_  
(Print or Type Name and Title) \_\_\_\_\_  
(Signature of Designated Official if applicable)  
[Same as item (6) on Certification Page]

\_\_\_\_\_  
(SPONSOR) \_\_\_\_\_  
(Date)

Address \_\_\_\_\_

#### OTHER AUTHORIZED SIGNATURES

2. \_\_\_\_\_  
(Print or Type Name and Title) \_\_\_\_\_  
(Signature)

3. \_\_\_\_\_  
(Print or Type Name and Title) \_\_\_\_\_  
(Signature)

4. \_\_\_\_\_  
(Print or Type Name and Title) \_\_\_\_\_  
(Signature)

**FOR OFFICIAL USE ONLY**

**STATE BOARD OF EDUCATION**

\_\_\_\_\_  
(Superintendent of Public Instruction or Designee) \_\_\_\_\_  
1535 West Jefferson, Phoenix, Arizona 85007 (Date)

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

## PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**

**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 01/05/2016

WIB Amendment #1 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121

**Submitted By:** Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve Amendment #1 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.

**Background:**

**Background:** Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2015 to June 30, 2017.

**Fiscal Impact/Funding Sources:** The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$2,905,645 Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

**Department's Next Steps (if approved):**

Review and sign the four copies of the Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise Private Industry Council, Inc. in order to cover expenses.

**Impact of NOT Approving/Alternatives:**

Funds would not be available for the program.

**To BOS Staff: Document Disposition/Follow-Up:**

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff. Request a fully executed original to be returned to the Board office.

**Budget Information**

*Information about available funds*



**Budgeted:** ☐

**Unbudgeted:** ☐

**Funds Available:** ☐

**Funds NOT Available:** ☐

**Amount Available:**

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Contract DI16-002121

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# DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

## Intergovernmental Agreement

### CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)  Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603	2. CONTRACT ID NUMBER  DI16-002121
	3. AMENDMENT NUMBER  1

#### 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

PY	2014	YT ADMIN	\$25,012
PY	2014	DW ADMIN	\$7,782
FY	2015	AD ADMIN	\$27,958
FY	2015	DW ADMIN	\$84,132
PY	2014	YOUTH	\$104,925
FY	2015	ADULT	\$13,465
FY	2015	DW	\$587,342
PY	2014	RR	\$6,966
FY	2015	RR	\$93,193

This is an increase of \$950,775

The reimbursement ceiling is increased from \$1,954,870 to \$2,905,645

Attachment B, Allocation by Program and Fiscal Year, updated 11/30/2015 is revised and attached and reflects all current totals by Program and Fiscal Year.

Pursuant to Section 4.0 Amendments or Modifications the purpose of this amendment is to add the following Term and Condition:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	7. NAME OF CONTRACTOR <b>Cochise County</b>
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
TITLE	TITLE
DATE	DATE
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
<b>ARIZONA ATTORNEY GENERAL'S OFFICE</b>	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

DI16-002121 A1

Note: The final Close out packet for the PY15/FY16 allocation is due to DES on or before 8/1/2018

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	\$ 3,705	07/01/15	06/30/17	August 15, 2017
PY	2015	YT Admin	\$ 44,233	04/01/15	06/30/17	August 15, 2017
PY	2015	DW Admin	\$ 14,761	07/01/15	06/30/17	August 15, 2017
FY	2016	AD Admin	\$ 40,623	10/01/15	06/30/17	August 15, 2017
FY	2016	DW Admin	\$ 81,353	10/01/15	06/30/17	August 15, 2017
PY	2015	Youth	\$ 398,097	04/01/15	06/30/17	August 15, 2017
PY	2015	Adult	\$ 33,341	07/01/15	06/30/17	August 15, 2017
FY	2016	Adult	\$ 365,604	10/01/15	06/30/17	August 15, 2017
PY	2015	DW	\$ 132,846	07/01/15	06/30/17	August 15, 2017
FY	2016	DW	\$ 732,179	10/01/15	06/30/17	August 15, 2017
PY	2015	RR	\$ 16,606	07/01/15	06/30/17	August 15, 2017
FY	2016	RR	\$ 91,522	10/01/15	06/30/17	August 15, 2017
<b>TOTAL</b>			<b>\$ 1,954,870</b>			

Funding provided by U.S Department of Labor

Note: The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

DI16-002121 A1

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2014	AD ADMIN	\$0.00	7/1/2014	6/30/2016	8/15/2016
PY	2014	YT ADMIN	\$25,012	4/1/2014	6/30/2016	8/15/2016
PY	2014	DW ADMIN	\$7,782	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	\$27,958	10/1/2014	6/30/2016	8/15/2016
FY	2015	DW ADMIN	\$84,132	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	\$104,925.00	4/1/2014	6/30/2016	8/15/2016
PY	2014	ADULT	\$0.00	7/1/2014	6/30/2016	8/15/2016
FY	2015	ADULT	\$13,465	10/1/2014	6/30/2016	8/15/2016
PY	2014	DW	\$0.00	7/1/2014	6/30/2016	8/15/2016
FY	2015	DW	\$587,342	10/1/2014	6/30/2016	8/15/2016
PY	2014	RR	\$6,966	7/1/2014	6/30/2016	8/15/2016
FY	2015	RR	\$93,193	10/1/2014	6/30/2016	8/15/2016
FY						
			\$950,775.00			

**Public Hearings 13.  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

New Liquor License Heavens Cellars

**Submitted By:** Kim Lemons, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V **Recommendation:** Approve  
Presentation

**Document Signatures:** BOS **# of ORIGINALS**  
Signature **Submitted for Signature:**  
NOT  
Required

**NAME** Arlethe Rios **TITLE** Clerk of the Board  
**of PRESENTER:** **of PRESENTER:**

**Mandated Function?:** Not **Source of Mandate**  
Mandated **or Basis for Support?:**

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. John McLoughlin for Heavens Cellars, located at 8001 S Bell Ranch Road, Willcox, AZ 85643.

**Background:**

Mr. John McLoughlin has applied for a series #13 Farm Winery liquor license submitted by Mr. John McLoughlin for Heavens Cellars, located at 8001 S Bell Ranch Road, Willcox, AZ 85643. The Sheriff's Office has no recommendation. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business. The Treasurer's Office noted that the applicant is delinquent on the first half of the taxes due for this location.

Mr. McLoughlin has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

**Department's Next Steps (if approved):**

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

**Impact of NOT Approving/Alternatives:**

A hearing on this application will be scheduled with the State Liquor Board.

**To BOS Staff: Document Disposition/Follow-Up:**

Send packet to ADLLC and copy of letter w/out attachments to applicant.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

*No file(s) attached.*

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Public Hearings 14.  
Board of Supervisors

**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

Ordinance 048-15 amending fee schedules to provide for a standardized cost of copying and electronic media for purposes of public records requests

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V  
Presentation

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** Britt Hanson  
**of PRESENTER:**

**TITLE** Chief Civil Deputy Attorney  
**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

[ITEM TABLED FROM December 15, 2015 Meeting] Adopt Ordinance 48-15 amending fee schedules to provide for a standardized cost of copying and electronic media for purposes of public records requests.

**Background:**

Ordinance 038-09 was adopted on March 24, 2009 establishing a standardized cost of copying and electronic media for purposes of public records requests. In 2015, the County Financial Services Director has recalculated an average cost of making copies and electronic media, as set forth on Exhibit A attached hereto. These fees will supersede the previous ordinance.

The Public Notice was published on November 30, 2015 in the Sierra Vista Herald noting the December 15, 2015 meeting date.

**Department's Next Steps (if approved):**

Publish Ordinance per statute 11-251.05.

**Impact of NOT Approving/Alternatives:**

Departments will continue to charge the 2009 adopted rates.

**To BOS Staff: Document Disposition/Follow-Up:**

Publish Ordinance in newspaper; Record Ordinance scan and file in Board Office.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

## Fund Transfers

### Attachments

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 01/05/2016

SUA-15-18 (Sonoran Care) Appeal

**Submitted By:** Jesse Drake, Community Development

**Department:** Community Development

**Division:** Planning & Zoning

**Presentation:** PowerPoint

**Recommendation:** Approve

**Document Signatures:** BOS Signature NOT Required

**# of ORIGINALS** 0

**Submitted for Signature:**

**NAME of PRESENTER:** Jesse Drale

**TITLE of PRESENTER:** Planning Manager

**Mandated Function?:** Not Mandated

**Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):** SUA-15-18 (Sonoran Care)

**Information**

**Agenda Item Text:**

Affirm the decision of the Planning and Zoning Commission to deny a Special Use request for a facility for personal services and the cultivation and dispensing of medical marijuana on an RU-4 zoned property located 2.8 miles north of Davis Road on Central Highway south of Elfrida, AZ submitted by Sonoran Care LLC.

**Background:**

The Planning and Zoning Commission voted in a public meeting on November 18, 2015 to deny Special Use, SU-15-18 (Sonoran Care), a request for approval of a facility for personal services and the cultivation and dispensing of medical marijuana on an RU-4, Rural zoned property. The subject parcel, APN 404-26-001 is located 2.8 miles north of Davis Road on Central Highway south of Elfrida, AZ. It is further described as being situated in Section 03 of Township 21 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The use is considered a Special Use in RU-4 Rural Zoning Districts under Sections 607.26 and 607.55 of the Zoning Regulations. The original Applicant, and Appellant, for the medical marijuana cultivation and dispensary facility is Sonoran Care LLC.

This is an Appeal of the Planning and Zoning Commission denial of Special Use of SU-15-18 (Sonoran Care), a request for approval of a facility for personal services and the cultivation and dispensing of medical marijuana.

The approved minutes from the November 18, 2015 public meeting recount that the six residents in attendance who spoke in opposition to the Special Use request voiced concerns about water and pesticide contamination, the broad accessibility of marijuana, about schools within several miles of the site and about the general desire to avoid having marijuana in Cochise County. The applicant rebutted with statements that, the facility would use hauled water and no well would be drilled, that there would be no pesticide usage, about the stringent State regulations for the industry, and that it is more difficult for students to purchase marijuana from a dispensary than to buy it on the black market. The applicant also noted that there is no evidence that dispensaries attract crime or increase drug use.

In the Commission discussion following the public hearing Commissioner Edie raised concerns about traffic safety at the proposed location, Commissioner Gregan stated that the Commission should not be considering water and security issues since those items are regulated by the State. Commissioner Miller spoke about the agricultural nature of the County and her concerns about water issues and private property rights. Commissioner Martzke readdressed that water issues were not an issue for the Commission and that the Commission was considering only the land use. The motion for approval failed 2-3 with Commissioners Miller, Brauchla and Edie in opposition.

**Department's Next Steps (if approved):**

If the Appeal request to overturn the Planning and Zoning Commission denial is approved, the Special Use authorization is then approved and the applicant must complete and notarize the Acceptance of Conditions and Waiver of Claims forms and return them to the Planning and Zoning Department for recordation. The applicant will then be allowed to submit building permits for the proposed project.

**Impact of NOT Approving/Alternatives:**

If the Appeal of the Planning and Zoning Commission denial is upheld the applicant's Special Use request will be denied. The applicant may then bring the matter to the Arizona Supreme Court for determination.

**To BOS Staff: Document Disposition/Follow-Up:**

Staff is requesting a copy of the Final Minutes of the January 5, 2016 meeting for the Docket file.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds  
1:**

**Fund Transfers**

**Attachments**

Appeal application

PZ Final Minutes pp 1-4

4 appeal opposition letters

Memo SUA-15-18 (Sonoran Care) Appeal

Presentation

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# COCHISE COUNTY COMMUNITY DEVELOPMENT

*"Public Programs...Personal Service"*

## SPECIAL USE APPLICATION FOR APPEAL

NAME OF APPELLANT: Sonoran Care, LLC

ADDRESS: Ms. Becki Shumaker, 8630 E. Bellvue Place, Tucson, AZ 85715

PHONE NUMBER: (520) 248-9958

EMAIL ADDRESS: shumaker.becki@gmail.com

NUMBER OF DOCKET APPEALED: SU- 15-18

DATE OF COMMISSION DECISION: Wednesday, November 18, 2015

DATE OF APPEAL SUBMITTAL: 12/1/2015 FEE PAID: \$ 300.00

In addition to the \$300 fee, the following information shall be provided before an appeal can be accepted. If more room is needed please attach additional pages.

1. Description of the decision being appealed. An appellant can appeal the Commission's decision for approval or disapproval or any conditions stipulated as part of docket approval.

This is an appeal from the DENIAL of Sonoran Care, LLC's request for a Special Use

Permit to establish a facility for personal services and the cultivation and dispensing

of medical marijuana on an RU-4, Rural zoned property, parcel 404-26-101,

located at 2.8 miles north of Davis Road on Central Highway south of Elfrida, AZ.

## Special Use Appeal Application

Page Two

2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious, or any abuse of discretion.

Please see attached.

3. Written presentation of additional testimony & evidence. A full explanation of the additional testimony & evidence that will be submitted with explanation of why this was not presented to the Planning Commission.

Please see attached.

SIGNATURE

 11/30/15  
Bruce Shuford 11/30/15

**Special Use Application For Appeal  
Attachment for Questions 2 and 3**

**2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision was erroneous, arbitrary, capricious, or any abuse of discretion.**

Applicant believes that the Cochise County Planning and Zoning Commission acted in error and arbitrarily, capriciously and contrary to law, in denying its request for a Special Use Permit. Section 1706.2 of The Cochise County Zoning Regulations specifies ten factors with which to evaluate a Special Use request. Only nine factors were found to apply in this instance. One factor was found not to apply to this Applicant (Factor H, Hazardous Materials). Staff found that Applicant's request complied outright with eight of the remaining factors, and the request conditionally complied with the ninth factor. The one conditional factor was Factor D., Traffic Circulation Patterns, which is insignificant because the Applicant has agreed to work with a traffic engineer to address the concerns raised by Staff concerning driveway design, placement and construction. In any case, the staff recommended approval of the requested special use permit based on County criteria. Thus, there is no question that the project meets the requirements of the county codes. But instead of deciding the matter on these relevant issues, Applicant believes that the Commission, in making its decision, took criteria other than the Cochise County Zoning Regulations into account. Specifically, the Commission made its decision based on 1) its own opinions about Arizona's marijuana laws (passed by the public in an election); 2) objections made by persons who live more than one full mile from the project, which objections amounted to mere unfounded speculation and (again) personal opinions about Arizona's marijuana laws; 3) bias against the principals of the proposed project because they live outside Cochise County.

**3. Written presentation of additional testimony & evidence. A full explanation of the additional testimony & evidence that will be submitted with explanation of why this was not presented to the Planning Commission.**

The evidence Applicant intends to present at the hearing includes the following:

- The recommendation of the county staff demonstrating that the project substantially meets the requirements of the County's codes and recommending approval of the requested special use permit.
- Quotes from the recording of the hearing will demonstrate that one or more of the Commissioners disliked the Applicant merely because the principals are from Tucson;
- Quotes from the recording will indicate that one or more commissioners' unfounded and speculative objections to traffic that would be generated by the proposed facility despite the Staff's finding that the impact of the proposed facility would be "unlikely to change or negatively impact" surrounding traffic patterns.
- Quotes from the recording will indicate that Commissioners may have been influenced by personal opinions about Marijuana in general, despite the proposed activity being permissible under Arizona Law and the Zoning Regulations.
- Additionally, Applicant will present evidence that letters of objection from the public were taken into account despite the fact that the nearest occupied residence is one mile distant from Applicant's parcel.

**COCHISE COUNTY PLANNING & ZONING COMMISSION**  
**FINAL MINUTES**  
**November 18, 2015**  
**REGULAR MEETING at 4:00 p.m.**

The regular meeting of the Cochise County Planning and Zoning Commission was called to order at 4:00 p.m. by Vice-Chairman Martzke at the Cochise County Complex, 1415 Melody Lane, Building G, Bisbee, Arizona in the Board of Supervisors' Hearing Room. Mr. Martzke admonished the public to turn off cell phones, use the speaker request forms provided, and to address the Commission from the podium using the microphone. He explained the time allotted to speakers when at the podium. He then explained the composition of the Commission, and indicated that there was one Special Use Authorization Docket on the agenda. Mr. Martzke explained the consequences of a potential tie vote and the process for approval and appeal.

**ROLL CALL**

Mr. Martzke noted the presence of a quorum and called the roll, asking the Commissioners to introduce themselves and indicate the respective District they represent; five Commissioners (Jim Martzke, Carmen Miller, Gary Brauchla, Wayne Gregan, and Pat Edie indicated their presence. Staff members present included; Paul Esparza, Planning Director; Jesse Drake, Planning Manager; Peter Gardner, Planner I; Jim Henry, Planner I; Karen Lamberton, Transportation Planner.

**APPROVAL OF THE MINUTES**

**Motion:** Approve the minutes of the October 14, 2015. **Action:** Approve

**Moved by:** Ms. Edie **Seconded by:** Ms. Miller

**Vote:** Motion passed (**Summary:** Yes =3, No = 0, Abstain = 2)

**Yes:** Mr. Martzke, Ms. Miller, and Ms. Edie

**No:** 0

**Abstain:** Mr. Brauchla and Mr. Gregan

**CALL TO THE PUBLIC:** None

**NEW BUSINESS**

**Item 1 PUBLIC HEARING Docket ALQ-15-09**

A request for an authorization to approve an Accessory Living Quarter for a 704 sq. ft. one-bedroom manufactured home as an accessory structure to the existing 1,435 sq. ft. two bedroom site-built home on an RU-4 Rural property located at 4872 S. Ranch Road, in Sierra Vista, AZ. The Applicant is Martha Stoner. Vice-Chairman Martzke called for the Planning Director's report. Planner I Peter Gardner presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Mr. Gardner also explained Staff's analysis of the request. He closed by listing factors in favor of and against approval and invited questions from the Commission.

Vice-Chairman Martzke then opened the Public Hearing. Ms. Marti Stoner and her son, Mr. Kyle O'Brien, the Applicant, explained the request and invited questions. They stated that by

living on the site, they could help secure the property and speed up the improvements. They then invited questions.

There being no speakers in support or opposition, Mr. Martzke closed the Public Hearing and invited discussion. There being no discussion, Mr. Martzke asked for Staff's recommendation. Mr. Gardner recommended Conditional Approval. Mr. Martzke called for a motion. Mr. Gregan made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Edie seconded the motion. There being no further discussion, Mr. Martzke called for a vote on the motion. The motion passed 5-0.

**Motion:** Motioned to Approve the Docket with the Conditions and Modifications recommended by Staff

**Moved by:** Mr. Gregan **Seconded by:** Ms. Edie

**Vote:** Motion passed (**Summary:** Yes = 5, No = 0, Abstain = 0)

**Yes:** Mr. Martzke, Ms. Miller, Mr. Brauchla, Mr. Gregan, and Ms. Edie

**No:** 0

**Abstain:** 0

**Item 2 PUBLIC HEARING Docket SU-15-18 (Sonoran Care)**

A request for a Special Use authorization to approve a facility for personal services and the cultivation and dispensing of medical marijuana on an RU-4 (Rural) zoning district located approximately 2.8 miles north of Davis Road on Central Highway south of Elfrida, AZ. The applicant is Sonoran Care LLC.

Vice-Chairman Martzke called for the Planning Director's report. Planning Manager Jesse Drake presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Ms. Drake also explained Staff's analysis of the request. She closed by listing factors in favor of and against approval and invited questions from the Commission.

Mr. Martzke then opened the Public Hearing. Ms. Becki Shumaker and David Blake, the Applicants, explained the request. The Applicants explained their backgrounds in the health care and medical marijuana fields. They explained the uses of medical marijuana, and addressed concerns about their company, crime, and water usage. Mr. Gregan asked for the size of the cultivation area. Mr. Blake stated that it would be two acres maximum, but they expected 30,000 square-feet.

Mr. Ray Zuck of Elfrida spoke in opposition. Mr. Zuck noted that he farmed near the proposed site, and explained water rights, stating that he did not believe that water rights were available for the subject parcel. He also stated that he felt there was no need for that much medical marijuana in Cochise County. He closed by asking about pesticide use and its impact on his crops.

Ms. Laura Randolph of Elfrida spoke in opposition. She stated that she lived less than two miles from the site, and that Staff's photos were deceptive. She stated that as a teacher, she was opposed, and that marijuana should be dispensed in a medical facility. She closed by imploring the applicant to "keep it in Tucson".

Mr. Richard Anderson of McNeal spoke in opposition. He stated that the land that Staff referred to as vacant was actually occupied. Mr. Anderson stated that he had voted in favor of medical

marijuana, but was concerned about the Applicants' history. He stated that he had communicated directly with the Applicants, but felt that the answers he received were incomplete or evasive. He noted that marijuana uses cause controversy, and expressed alarm at his perceived lack of transparency from the Applicants.

Ms. Linda Bohling of McNeal spoke in opposition. She stated that she was involved in a number of children's programs in Elfrida, and that she was on the Foster Care Review Board. She stated that marijuana destroys families, with all of the parents of the foster children were using drugs, and that this dispensary would exacerbate the problem by making marijuana readily accessible. Ms. Bohling stated that people had to drive to Bisbee or Sierra Vista for other medication and it seemed right for them to do so for medical marijuana as well.

Ms. Brenda Anderson of McNeal spoke in opposition. She stated that she lived in the area since 1966, and could see the site from her home. She expressed concerns about the water, noting that she had lost her water rights for not farming constantly. Ms. Anderson also expressed concern about the number of schools within several miles of the site.

Mr. Eric Cartier of Sunizona spoke in opposition. He stated that he would like to see rural Arizona stay as it is. He stated that he felt the existing dispensary in Dragoon was sufficient for the County. Mr. Cartier expressed concern about substance abuse in the County, and that he felt the high school students would find the marijuana readily accessible. He claimed that in Europe, it is common for addicts to raid opium fields during harvest.

The Applicants rebutted, with Mr. Blake stating that water would be hauled in and rainwater collected, but there would be no well drilled. He explained how stringent the state regulations are, and how difficult it would be for students to acquire marijuana from the dispensary compared to buying on the black market. He noted that there is no evidence that dispensaries attract crime or increase drug use. Mr. Blake closed by addressing Mr. Anderson's concerns, and noting that no pesticides would be used.

There being no further speakers in support or opposition, Mr. Martzke closed the Public Hearing and asked for Staff's recommendation. Ms. Drake recommended Conditional Approval. Mr. Martzke called for discussion. Ms. Edie commented that she had concerns about the speeds that vehicles travel at on Central Highway, and that she was worried about traffic safety at that location. Mr. Gegan stated that everyone should understand what the Commission's purview was, staying under the strict limits of their powers. He stated that the water and security issues were regulated by the State, and that the Commission could not consider those factors. Ms. Miller stated that Cochise County is an agricultural area and that she wanted it to stay that way. She stated that marijuana was a cash crop in her mind, but felt that the water issue needed to be addressed, along with the community's concerns. She expressed the tough nature of the decision based on the jockeying of various individuals' private property rights. Mr. Martzke stated again that the water rights were not an issue for the Commission. He also stated that the Commission was only approving the land use, not the actual operation. Mr. Martzke then called for a motion. Mr. Gegan made a motion of Conditional Approval, with the Conditions recommended by Staff. Ms. Miller seconded the motion. There being no further discussion, Mr. Martzke called for a vote on the motion. The motion failed 2-3, with Ms. Miller, Mr. Brauchla, and Ms. Edie in opposition.



**Motion:** Motioned to Approve the Docket with the Conditions recommended by Staff

**Moved by:** Mr. Gregan **Seconded by:** Ms. Miller

**Vote:** Motion failed (**Summary:** Yes = 2, No =3, Abstain = 0)

**Yes:** Mr. Martzke, and Mr. Gregan

**No:** Ms. Miller, Mr. Brauchla, and Ms. Edie

**Abstain:** 0

**Item 3 PUBLIC HEARING Docket SU-11-06B (Mead)**

A request for a modification to an existing Special Use to approve two items: additional cultivation areas for an approved medical marijuana dispensary and cultivation facility; and a wellness center for public use, in an RU-4 (Rural) zoning district located near the intersection of W. Dagoon Rd. and N. Old Coyote Rd. in Cochise, AZ. The applicant is Catherine Mead.

Vice-Chairman Greene called for the Planning Director's report. Planner I Jim Henry presented the Docket, explaining the background of the request utilizing photos, maps, and other visual aids. Mr. Henry also explained Staff's analysis of the request. He closed by listing factors in favor of and against approval and invited questions from the Commission.

Mr. Martzke then opened the Public Hearing. Ms. Catherine Mead and Tom Maglione, the Applicants, explained the request. She detailed how the project has grown since the initial approval four years ago, detailing the demand, and explaining the types of patients they work with. She stated that there have not been any criminal incidents at their facility in the four years. Ms. Mead noted that there was a great deal of community support in the area. She explained that the operation was a non-profit, as required by law, and that they were planning to invest in youth services in the area as part of the non-profit mission. Ms. Mead continued by detailing the proposed wellness center for natural and holistic health services. She closed by inviting questions. Ms. Edie asked about the greenhouses in comparison to the existing grow area. Ms. Mead stated that this was a best case, phased plan, with expectations to construct only one. Ms. Edie asked about the phasing plan. Ms. Mead stated that it was based on demand, but expected a two to three year period. Mr. Gregan then asked about the other capacity and if the product was for onsite or offsite dispensaries. Ms. Mead stated that it was both, but offsite was delivered, and clarified that the additional wholesaling would still be done in one truck. Mr. Gregan asked if there had been any break ins or product stolen. Mr. Mead stated that there had been no such occurrences, and detailed her security measures, noting that they exceeded state requirements. Mr. Gregan asked about traffic concerns associated with the wellness center. Ms. Mead stated it was hypothetical at this point, and compared it to traffic from the Amerind Foundation, and stated that she hoped much of the clientele would be local. She then stated that if she outgrew the site she would happily move.

Mrs. Dorothy Pickett of Cochise spoke in opposition. Mrs. Pickett stated that she lived near the property, abutting corner to corner with the Applicant's property. She stated that there were many homes in the area. She expressed concern about water rights, water usage, chemical usage, safety, and drug use.

Mr. Edward Pickett of Cochise spoke in opposition. Mr. Pickett expressed concern about nearby school districts and the presence of children. He stated that while there have not been any break ins yet, but that he felt it would happen soon.

## Special Use Docket SUA-15-18 (Sonoran Care) Appeal

☐ YES, I SUPPORT THIS REQUEST

Please state your reasons:

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☒ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

We do not support marijuana growing facilities in this area. We believe that federal laws do not support this industry. Therefore, Cochise County should not support this.

(Attach additional sheets, if necessary)

PRINT NAME(S): Shawn R. Breneman April L. Breneman

SIGNATURE(S): Shawn R. Breneman  
April L. Breneman

YOUR TAX PARCEL NUMBER: 401-19-0028 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the appellant or other members of the public. Written comments must be received no later than 4 PM on Monday, December 21, 2015 to be reported to the Board of Supervisors. You may email comments to Jesse Drake at [jdrake@cochise.az.gov](mailto:jdrake@cochise.az.gov). You may also personally make a statement at the public hearing on January 5, 2016. NOTE: Please do not ask the Board of Supervisors to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Jesse Drake, Planning Manager  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

## Special Use Docket SUA-15-18 (Sonoran Care) Appeal

☐ YES, I SUPPORT THIS REQUEST

Please state your reasons:

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☒ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

As a family that lives near this potential marijuana dispensary and crop, I fear the increase in traffic near that curve will lead to accidents and possible fatalities. I also feel great concern with the water usage and crime increase as a result of this location.

(Attach additional sheets, if necessary)

PRINT NAME(S): Laura Randolph Brett Randolph

SIGNATURE(S): Laura Randolph

Brett Randolph

YOUR TAX PARCEL NUMBER: 404 22007 F (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the appellant or other members of the public. Written comments must be received no later than 4 PM on Monday, December 21, 2015 to be reported to the Board of Supervisors. You may email comments to Jesse Drake at [jdrake@cochise.az.gov](mailto:jdrake@cochise.az.gov). You may also personally make a statement at the public hearing on January 5, 2016. NOTE: Please do not ask the Board of Supervisors to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Jesse Drake, Planning Manager  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

DEC 15 2015

Special Use Docket SUA-15-18 (Sonoran Care) Appeal **PLANNING**

\_\_\_\_ YES, I SUPPORT THIS REQUEST

Please state your reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

The area is not conducive to this type of business.  
I am strongly opposed to this in this community.  
We are a rural ranching + farming community  
with many young people who have not had additional  
access to this type of medical drug

(Attach additional sheets, if necessary)

PRINT NAME(S): Joseph Alberti & Greg Briner

SIGNATURE(S): Paul R. Alberti  
Greg Briner

YOUR TAX PARCEL NUMBER: 404260032 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the appellant or other members of the public. Written comments must be received no later than 4 PM on Monday, December 21, 2015 to be reported to the Board of Supervisors. You may email comments to Jesse Drake at [jdrake@cochise.az.gov](mailto:jdrake@cochise.az.gov). You may also personally make a statement at the public hearing on January 5, 2016. NOTE: Please do not ask the Board of Supervisors to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Jesse Drake, Planning Manager  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603



**From:** John Aguirre [<mailto:JAguirre@cif-la.org>]  
**Sent:** Thursday, December 17, 2015 10:45 AM  
**To:** Drake, Jesse  
**Subject:** Re: Docket SUA-15-18 (Sonoran Care) Appeal

**To:** Cochise County Board of Supervisors  
**From:** John A. & Maria E. Aguirre, Property Owners  
**Date:** December 17, 2015  
**Re:** Docket SUA-15-18 (Sonoran Care) Appeal

I have received the notice for a public hearing to be held January 5, 2016 at the Cochise County Board of Supervisors Hearing Room in Bisbee, Arizona, and asked to provide my statement to the Board of Supervisors as a landowner within 1500 feet of the proposed facility. My position is, I DO NOT Support this request. I do not wish to encourage the use of what is currently considered an "illegal drug" by the Federal Government. As a former teacher and high school administrator, I have witnessed the effects of casual use of narcotics by teens and young adults. What appears to be a socially accepted activity by some, can become a chronic dependency and gateway to lifelong obstacle to personal achievement. With the drug issues that are continually challenging our government officials and public funds, it would not be in the best interest of the local community to support this type of activity.

Please provide this response to the Board of Supervisors.  
Should you wish additional information, I can be reached at 818-415-8039.  
John

**John Aguirre**, Commissioner

**CIF Los Angeles City Section**

10660 White Oak Ave., Suite 216| Granada Hills, California 91344

T: 818.767.0800 | F: 818.923.5156

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*"Time Warner Cable is the TV Home of the CIF Los Angeles City Section"*



**Cochise County**  
**Community Development**  
**Planning, Zoning and Building Safety Division**

*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

**MEMORANDUM**

TO: Cochise County Board of Supervisors  
THROUGH: James Vlahovich, County Administrator  
FROM: Jesse Drake, Planning Manager  
FOR: Paul Esparza AICP, Planning Director  
SUBJECT: Docket SUA-15-18 (Sonoran Care) Appeal  
DATE: December 18, 2015 for the January 5, 2016 Meeting

**I. APPEAL OF THE PLANNING AND ZONING COMMISSION DENIAL OF SU-15-18 (SONORAN CARE)**

The Planning and Zoning Commission voted in a public meeting on November 18, 2015 to deny Special Use, SU-15-18 (Sonoran Care), a request for approval of a facility for personal services and the cultivation and dispensing of medical marijuana on an RU-4, Rural zoned property. The subject parcel, APN 404-26-001 is located 2.8 miles north of Davis Road on Central Highway south of Elfrida, AZ. It is further described as being situated in Section 03 of Township 21 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The use is considered a Special Use in RU-4 Rural Zoning Districts under Sections 607.26 and 607.55 of the Zoning Regulations. The original Applicant, and Appellant, for the medical marijuana cultivation and dispensary facility is Sonoran Care LLC.

**II. NATURE OF APPEAL REQUEST**

This is an Appeal of the Planning and Zoning Commission denial of Special Use of SU-15-18 (Sonoran Care), a request for approval of a facility for personal services and the cultivation and dispensing of medical marijuana.

The approved minutes from the November 18, 2015 public meeting recount that the six residents in attendance who spoke in opposition to the Special Use request voiced concerns about water and pesticide contamination, the broad accessibility of marijuana, about schools within several miles of the site and about the general desire to avoid having marijuana in Cochise County. The applicant rebutted with statements that, the facility would use hauled water and no well would be drilled, that there would be no pesticide usage, about the stringent State regulations for the industry, and that it is more difficult for students to purchase marijuana from a dispensary than to buy it on the black market. The applicant also noted that there is no evidence that dispensaries attract crime or increase drug use.

In the Commission discussion following the public hearing Commissioner Edie raised concerns about traffic safety at the proposed location, Commissioner Grogan stated that the Commission should not be considering water and security issues since those items are regulated by the State. Commissioner Miller spoke about the agricultural nature of the County and her concerns about water issues and private property rights. Commissioner Martzke readdressed that water issues were not an issue for the Commission and that the Commission was considering only the land use. The motion for approval failed 2-

**Planning, Zoning and Building Safety**

1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9278 fax  
1-877-777-7958  
[planningandzoning@cochise.az.gov](mailto:planningandzoning@cochise.az.gov)

**Highway and Floodplain**

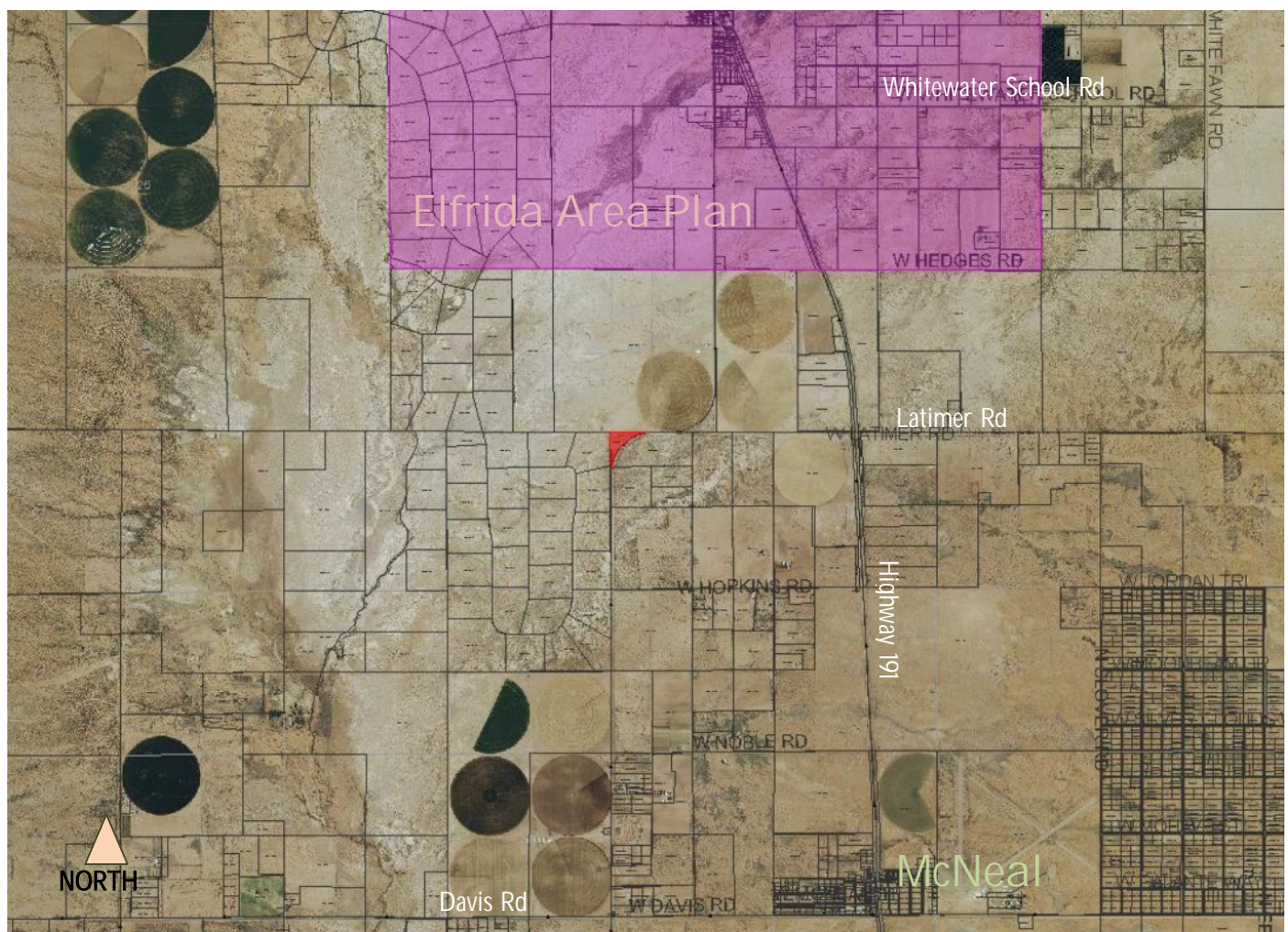
1415 Melody Lane, Building F  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9337 fax  
1-800-752-3745  
[highway@cochise.az.gov](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto:floodplain@cochise.az.gov)



3 with Commissioners Miller, Brauchla and Edie in opposition.

The applicant filed an application to appeal the denial on December 1, 2015. Section 1716.04 of the Zoning Regulations governs the Appeal of Special Use Authorization Decisions. 1716.04.B. states the appeal shall include:

1. An identification of the decision being appealed;
2. A complete statement of all reasons why the appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
3. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this was not presented to the Planning Commission.



*Location Map*

Sonoran Care LLC believes that the Cochise County Planning and Zoning Commission acted in error, arbitrarily, capriciously and contrary to law in denying its request for a Special Use authorization for SU-15-18. The basis for this claim is that the staff report indicated that the applicant's request complied with eight of the ten factors used to analyze Special Use requests. The ninth factor, concerning Hazardous Materials was not applicable.

The tenth and last factor, Traffic Circulation Patterns, could comply with conditions. The staff Memo analysis of traffic circulation based on the October 22, 2015 Transportation Memo states that

“as a growing operation only the requested use is unlikely to alter the type or volume of traffic. However, once the personal services component of the clinic is added, the higher end of the estimated trip generation is more likely but the traffic pattern in the area is unlikely to change or negatively impact Central Highway or surrounding property owners.”

The applicant agreed to work with a traffic engineer to address concerns raised by the County Transportation Planner regarding the design, placement and construction of the proposed driveway.

The staff Memo presented to the Planning and Zoning Commission recommended Conditional Approval of the request.

In their Appeal application the appellant, Sonoran Care LLC, state that they believe that in making their decision the Planning and Zoning Commission took into consideration criteria other than the Cochise County Zoning Regulations and that the Commission based their denial on three basic factors:

1. Opinions about Arizona's marijuana laws;
2. Speculative and personal opinions raised as objections made by persons residing more than a mile from the proposed site; and
3. Bias against the applicants raised by persons in the audience during the public hearing who objected to the applicants because they reside outside Cochise County.

Sonoran Care LLC believes that basing their consideration of the application on these three factors rendered the Commission's decision erroneous, arbitrary, capricious, and an abuse of discretion.

Licenses for medical marijuana dispensaries and cultivation areas are issued by the Arizona Department of Health Services. Permits are issued after proper security and containment measures are approved by the State. Cochise County reviews these types of dockets items for land use issues only.

### III. PUBLIC COMMENT

Planning Department staff mailed notices to neighboring property owners within 1,500-feet of the subject property, posted the property, and published a legal notice on the County web page and in the *Bisbee Observer* on December 17, 2015. In response the Planning Department received four letters in opposition to medical marijuana at this location.

### IV. SUMMARY AND CONCLUSION

This is an Appeal of the Planning and Zoning Commission denial of SU-15-18 (Sonoran Care), a request for approval of a facility for personal services and the cultivation and dispensing of medical marijuana. Factors in Favor of Approving the Appeal to overturn the Planning and Zoning Commission decision.

1. Medical marijuana cultivation and dispensary facilities are authorized by the State of Arizona;
2. Medical marijuana land uses are allowed as Special Uses in the Rural Districts in Cochise County;
3. The proposal meets minimum site development standards for Special Uses in the Rural Zoning District, as well as those standards specific to medical marijuana uses; and
4. Sonoran Care LLC submitted an application that was in major conformance with the criteria used by the County to evaluate these requests.

Factors in Favor of Denying the Appeal to overturn the Planning and Zoning Commission decision.



1. Staff has received twelve letters in support of the denial.

#### V. STAFF RECOMMENDATION TO THE BOARD

Staff recommends conditional approval the Special Use Appeal to overturn the November 18, 2015 Planning Commission denial, thereby granting conditional approval of SU-15-18, with the conditions of approval as follows:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant;
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Prior to or concurrent with the first Commercial Permit application the applicant will provide a Basic Traffic Report to the County Transportation Department that will include an assessment of the most suitable location for the driveway location and the design criteria of the driveway;
4. Prior to or concurrent with the first Commercial Permit application the applicant shall obtain a Cochise County Right-of-Way/Encroachment Permit;
5. The applicant shall design and construct any access from Central Highway to a commercial driveway standard per the Cochise County Roadway Design Standards or as approved by the County Engineer.

#### VI. ATTACHMENTS

- A. Appeal application
- B. October 29, 2015 Staff Memo to the Planning and Zoning Commission.
- C. Final Minutes of the November 18, 2015 Planning and Zoning Commission meeting pp 1-4.
- D. Public comment.

# **COCHISE COUNTY**

## Docket SUA-15-18 (Sonoran Care) Appeal

An Appeal of the  
Planning and Zoning Commission  
Denial of Special Use SU-15-18

Board of Supervisors January 5, 2016



***Public Programs...Personal Service***

## COCHISE COUNTY

### Docket SUA-15-18 (Sonoran Care) Appeal

- On November 18, 2015 the Planning and Zoning Commission denied a Special Use request for a facility for personal services and the cultivation and dispensing of medical marijuana.
- The use for this parcel, APN 404-26-001, is considered a Special Use in RU-4 districts under Sections 607.26 and 607.55 of the Zoning Regulations.
- On December 1, 2015 Sonoran Care LLC submitted an Application for Appeal of the Planning and Zoning Commission decision.



***Public Programs...Personal Service***



# Location Aerial

Site is a vacant parcel  
approximately 2.8  
miles north of Davis  
Road on Central  
Highway

Elfrida Area Plan  
Boundary

Whitewater School Road

Highway 191

W HEDGES RD

WHITE FAWN RD

Latimer Road

W LATIMER RD

Central Highway

W HOPKINS RD

Closest  
Residence

W JORDAN TR

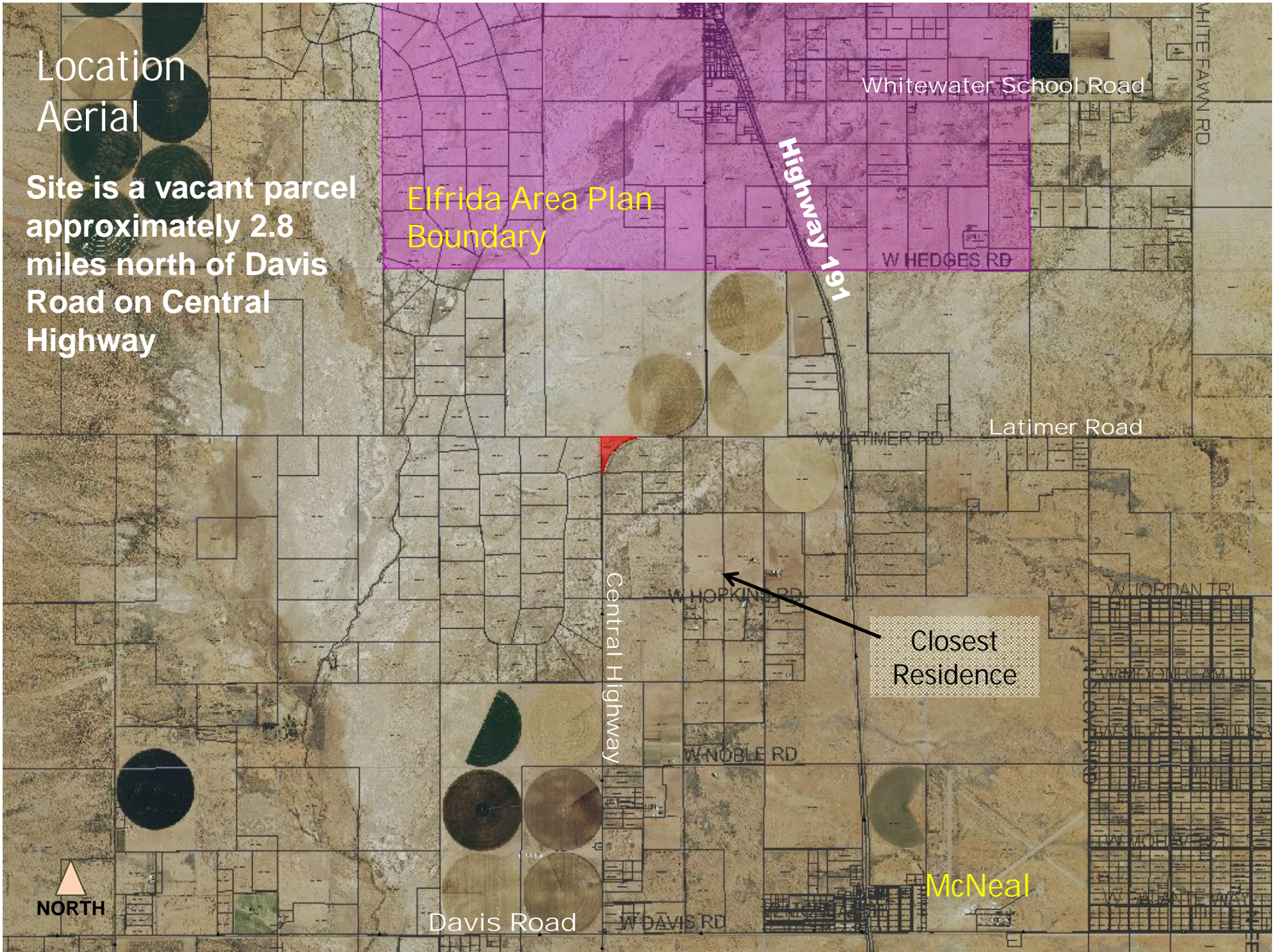
W NOBLE RD

McNeal

NORTH

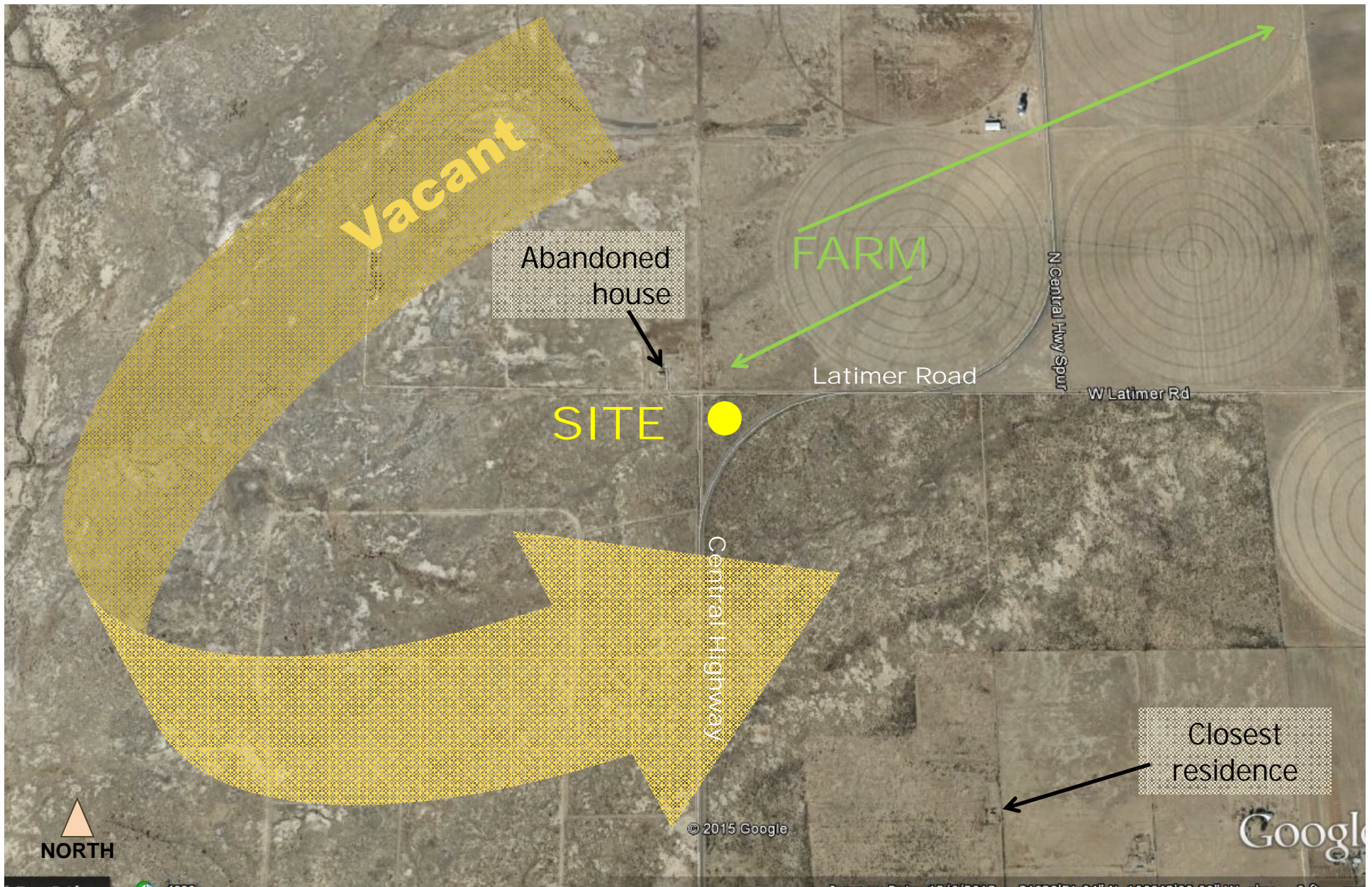
Davis Road

W DAVIS RD





Surrounding properties are very low density residential, agriculture or vacant









View to north of Central Highway from southern end of property





View to east from southern tip of property





View to west from southern tip of property



## NOTICE OF PUBLIC HEARING

**LEGAL NOTICE**  
**NOTICE OF PUBLIC HEARING**  
The Cochise County Planning and Zoning Commission hereby gives notice a public hearing will be held at or after 4:00 p.m., on Wednesday, November 18, 2015, at the Cochise County Board of Supervisors Hearing Room, at 1413 Melody Lane, Building G, in Bisbee, Arizona, to consider the following:

**Docket 80-15-18 (Sorenson, Carl):** The Applicant is requesting a Special Use authorization to operate a facility for personal services and the collection and dispensing of medical marijuana at or on 80-15-18 Rural Land property. The proposed uses are considered a Special Use in Rural Land Zoning Districts under Sections 607.26 and 607.53 of the Zoning Regulations. The subject parcel, APN: 80-15-18-001 is located at 2.8 miles north of Oak Ridge on Central Highway south of Erida, AZ. The Applicant is Sorenson, Carl LLC.

Details of the above docket are on file in the Cochise County Planning Department and may be examined during office hours. Requests may be directed to Julie Drake, Planning Manager, by calling 520-421-5246, or by email to [jdrake@cochise.gov](mailto:jdrake@cochise.gov). All persons interested in said matter may appear at the public hearing.



View to farm north of property



Six residents spoke in opposition at the Commission hearing, they voiced concerns about:

1. Water usage.
2. Pesticide contamination.
3. Broad accessibility of marijuana.
4. Distance from the site to schools.
5. A general desire to avoid having marijuana in Cochise County.

## Applicants rebuttal:

1. Water would be hauled and stored, no well.
2. No pesticides used.
3. The State has stringent regulations for the industry.
4. It is more difficult for students to obtain marijuana at a dispensary than on the black market.
5. There is no evidence that dispensaries attract crime or increase drug use.

## Commission Discussion

In the Commission discussion following the public hearing Commissioner Edie raised concerns about traffic safety at the proposed location,

Commissioner Grogan stated that the Commission should not be considering water and security issues since those items are regulated by the State.

Commissioner Miller spoke about the agricultural nature of the County and her concerns about water issues and private property rights.

Commissioner Martzke readdressed that water issues were not an issue for the Commission and that the Commission was considering only the land use.

The motion for approval failed 2-3 with Commissioners Miller, Brauchla and Edie in opposition.



Sonoran Care LLC believes that the Cochise County Planning and Zoning Commission acted in error, arbitrarily, capriciously and contrary to law in denying its request for a Special Use authorization for SU-15-18.

The basis for this claim is the 10/29/15 staff report that stated that the applicant's request complied with eight of the ten factors used to analyze Special Use requests.

The ninth factor, concerning Hazardous Materials was not applicable.

The tenth and last factor, **Traffic Circulation Patterns**, could comply with conditions.

The Transportation analysis in the staff Memo indicated that the **growing operation is unlikely to alter the type or volume of traffic.**

And that adding the clinic would increase the traffic, but **“the traffic pattern in the area is unlikely to change or negatively impact Central Highway or surrounding property owners.”**

The applicant agreed to work with a traffic engineer regarding the design, placement and construction of the proposed driveway.

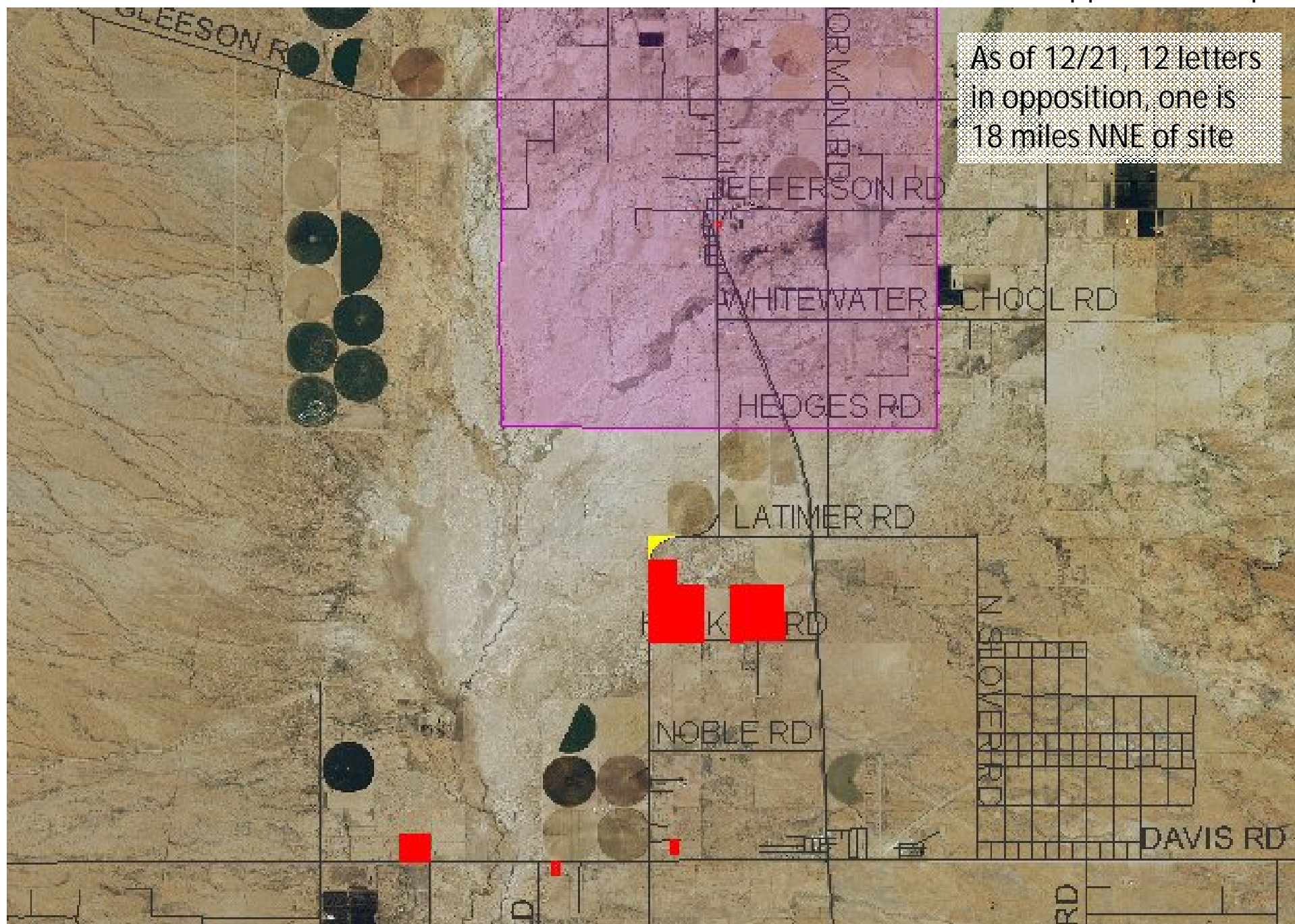
In their Appeal application the appellant, Sonoran Care LLC, state that they believe that in making their decision the Commission took into consideration criteria other than the Cochise County Zoning Regulations and that the Commission based their denial on three basic factors:

1. Opinions about Arizona's marijuana laws;
2. Speculative and personal opinions raised as objections made by persons residing more than a mile from the proposed site; and
3. Bias against the applicants raised by persons in the audience during the public hearing who objected to the applicants because they reside outside Cochise County.

Sonoran Care LLC believes that basing their consideration of the application on these factors rendered the Commission's decision erroneous, arbitrary, capricious, and an abuse of discretion.



## Opposition Map



## Four Factors In Favor of Approving the Appeal to overturn the Commission decision.

1. Medical marijuana cultivation and dispensary facilities are authorized by the State of Arizona;
2. Personal services and medical marijuana land uses are allowed in Cochise County as Special Uses in the Rural Districts;
3. The proposal meets minimum site development standards for Special Uses in the Rural Zoning District, as well as those standards specific to medical marijuana uses; and
4. Sonoran Care LLC submitted an application that was in major conformance with the criteria used by the County to evaluate these requests.

## One Factor In Favor of Denying the Appeal to overturn the Commission decision.

1. Staff has received twelve letters in support of the denial.

## Staff recommends Approval of the Appeal with the conditions as follows:

1. Within 30-days of approval of the Special Use, the Applicant shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from ARS Section 12-1134. Prior to operation of the Special Use, the Applicant shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant;
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Prior to or concurrent with the first Commercial Permit application the applicant will provide a Basic Traffic Report to the County Transportation Department that will include an assessment of the most suitable location for the driveway location and the design criteria of the driveway;
4. Prior to or concurrent with the first Commercial Permit application the applicant shall obtain a Cochise County Right-of-Way/Encroachment Permit;
5. The applicant shall design and construct any access from Central Highway to a commercial driveway standard per the Cochise County Roadway Design Standards or as approved by the County Engineer.

## Elections &amp; Special Districts

## Regular Board of Supervisors Meeting

Meeting Date: 01/05/2016

Authorize payout of accrued vacation hours in excess of annual policy limit for Elections Program Coordinator

Submitted By: Katie Howard, Elections &amp; Special Districts

Department: Elections &amp; Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

# of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Katie Howard

TITLE of PRESENTER: Elections Director

Mandated Function?: Local Mandate or Policy

Source of Mandate or Basis for Support?: Cochise County HR Policy Manual: Forfeiture of Leave section

Docket Number (If applicable):

## Information

## Agenda Item Text:

Authorize payout of accrued vacation hours in excess of annual policy limit for Elections Program Coordinator.

## Background:

At the end of the calendar year 2015 Ms. Martha Rodriguez, the Elections Program Coordinator, has a balance of 328 hours of vacation. The maximum allowed vacation hour carryover is 240 hours, per the County Human Resources Policy manual. This means that for 2015, Ms. Rodriguez faces the loss of 88 hours of accrued vacation. I am asking you to approve a payout of those hours of vacation leave to her, in lieu of forfeiting them as set forth in the manual.

The reasons for my request are straightforward: At the time of my appointment as Elections Director, the Elections Department was in turmoil due to the unplanned departure of the Elections Director following the Primary Election in 2014. Although I had some prior elections process experience, I had no experience with establishing election boards, couriers, drivers, etc., or with the set up of the actual polling places. I had to rely heavily on Ms. Rodriguez' experience and expertise in these matters and was not able to afford her time off.

Furthermore, at the time of my appointment I was charged with accomplishing several things to return credibility and accountability to the Elections Department, including researching and procuring a new elections' system. To do so without Ms. Rodriguez' input would have been folly. At the end of 2014, I learned that Ms. Rodriguez was about to lose 92 hours of leave for 2014 - hours that were in excess of the cap. I petitioned the County Administrator to allow her to roll those hours over to 2015 with the commitment that we would work together to bring her hours down during the year. The request was granted and on 1/4/15 the 92 hours was removed automatically by the payroll system and then reinstated via a manual adjustment.

During 2015, Ms. Rodriguez has taken a total of 212 hours of vacation. That is just over 5 weeks of vacation and the absolute maximum that I was able to afford to have her out of the office. However, because she had the excess carryover from last year (240 + 92 hrs, for a total of 312 hrs.), and with her rate of accrual each payday she is still faced with losing 88 hours.

Ms. Rodriguez occupies an exempt position (i.e., does not earn overtime or comp time) and during this year also participated in nearly 30 Voter Outreach sessions, many of which took place in evening hours or on Saturdays for which she also received no compensation. Rather than perpetuate this problem by again requesting that we roll forward the excess hours, and in acknowledgement that we have four major elections in 2016 (and at least one minor election) it is likely that very little if any vacation will be taken during 2016. (You will notice on the attached report that in 2012, during the last Presidential Election year, Ms. Rodriguez used only 16 hours vacation during the entire year.)

I am requesting you to authorize the payout of the excess hours earned to bring her hours under control and back to the 240 cap. It is highly likely that she will again have a surplus of earned vacation at the end of next year (2016); however, the 2017 off-cycle year should not be quite as busy as this one has been since we've done the system procurement, the training and overhauled procedures during this year. It is hoped that if you pay her the excess hours this year, and she is allowed to carryover any excess hours from 2016 to 2017, she will then be able to bring her hours down below the cap again before the end of 2017.

To provide you a bit of historical perspective on this issue: At the end of 2011, Ms. Rodriguez forfeited **41.60** hours of vacation; at the end of 2012 she lost another **194.4** hours of accrued vacation. We did not research prior to 2010, but in the last five years, Ms. Rodriguez has already forfeited 236 hours of earned leave. In 2014, she would have lost another 92 hours, but for my intervention and appeal to the County Administrator to allow her to roll those hours over to 2015. (Please see attached accrual history report produced by Ms. Glenda Nugent/Finance for the period from 2010 through 2015.)

**NOTE:** The hours shown on the attached report are as of the last completed payroll (12/19/15) at the time this agenda item was submitted. Ms. Rodriguez earned an additional 8 hours vacation during the final pay period bringing her balance from 376 to 384 hours, but then also **used 56** hours of vacation during this final pay period, bringing her adjusted balance at year-end to 328 hours total, as described above.

Department's Next Steps (if approved):

If a payout is authorized, I will work with Payroll to ensure a check is cut to Ms. Rodriguez. Further, we will endeavor to provide her at least some time off, if possible in 2016.

**Impact of NOT Approving/Alternatives:**

Ms. Rodriguez will forfeit an additional 88 hours leave bringing the total of forfeited leave in the past five years to 324 hours.

**To BOS Staff: Document Disposition/Follow-Up:**

Communicate the Board's approval, if granted. to Finance Dept/Payroll.

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**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☒

**Amount Available:** 2020.00

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2015-16

**One-time Fixed Costs? (\$\$\$):** 2020.00

**Ongoing Costs? (\$\$\$):** 0

**County Match Required? (\$\$\$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 0

**Source of Funding?:** see below

**Fiscal Impact & Funding Sources (if known):**

Elections Department has some vacancy savings due to the vacancy in the Elections Technician position since Oct 9, 2015 through year-end. Although vacancy savings do not necessarily belong to the Department, they were budgeted funds and I request authorization to use those to offset the cost of this one-time payout.

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**Attachments**

2010-2015 Vacation Hours Analysis MRodriguez

Forfeiture of Leave HR Policy Manual

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# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

Work Date	Hour Description	Hours Earned	Hours Taken	Balance
Employee	<b>2102 - RODRIQUEZ, MARTHA LOUISE</b>		<b>Beginning Balance</b>	<b>240.0000</b>
01/10/2010	VA - VACATION ACCRUED	5.6000	.0000	245.6000
01/24/2010	VA - VACATION ACCRUED	5.6000	.0000	251.2000
02/20/2010	VA - VACATION ACCRUED	5.6000	.0000	256.8000
03/06/2010	VA - VACATION ACCRUED	5.6000	.0000	262.4000
03/20/2010	VA - VACATION ACCRUED	5.6000	.0000	268.0000
04/03/2010	VA - VACATION ACCRUED	5.6000	.0000	273.6000
04/15/2010	VC - Vacation Classified	.0000	(8.0000)	265.6000
04/17/2010	VA - VACATION ACCRUED	5.6000	.0000	271.2000
05/01/2010	VA - VACATION ACCRUED	5.6000	.0000	276.8000
05/15/2010	VA - VACATION ACCRUED	5.6000	.0000	282.4000
05/29/2010	VA - VACATION ACCRUED	5.6000	.0000	288.0000
06/12/2010	VA - VACATION ACCRUED	5.6000	.0000	293.6000
06/26/2010	VA - VACATION ACCRUED	5.6000	.0000	299.2000
06/28/2010	VC - Vacation Classified	.0000	(8.0000)	291.2000
06/29/2010	VC - Vacation Classified	.0000	(8.0000)	283.2000
06/30/2010	VC - Vacation Classified	.0000	(8.0000)	275.2000
07/01/2010	VC - Vacation Classified	.0000	(8.0000)	267.2000
07/02/2010	VC - Vacation Classified	.0000	(8.0000)	259.2000
07/10/2010	VA - VACATION ACCRUED	5.6000	.0000	264.8000
07/12/2010	VC - Vacation Classified	.0000	(8.0000)	256.8000
07/13/2010	VC - Vacation Classified	.0000	(8.0000)	248.8000
07/14/2010	VC - Vacation Classified	.0000	(8.0000)	240.8000
07/15/2010	VC - Vacation Classified	.0000	(8.0000)	232.8000
07/16/2010	VC - Vacation Classified	.0000	(8.0000)	224.8000
07/19/2010	VC - Vacation Classified	.0000	(8.0000)	216.8000
07/20/2010	VC - Vacation Classified	.0000	(8.0000)	208.8000
07/24/2010	VA - VACATION ACCRUED	5.6000	.0000	214.4000
08/07/2010	VA - VACATION ACCRUED	5.6000	.0000	220.0000
08/21/2010	VA - VACATION ACCRUED	5.6000	.0000	225.6000
09/04/2010	VA - VACATION ACCRUED	5.6000	.0000	231.2000
09/18/2010	VA - VACATION ACCRUED	5.6000	.0000	236.8000
10/02/2010	VA - VACATION ACCRUED	5.6000	.0000	242.4000
10/16/2010	VA - VACATION ACCRUED	5.6000	.0000	248.0000
10/30/2010	VA - VACATION ACCRUED	5.6000	.0000	253.6000
11/13/2010	VA - VACATION ACCRUED	5.6000	.0000	259.2000
11/27/2010	VA - VACATION ACCRUED	5.6000	.0000	264.8000
12/11/2010	VA - VACATION ACCRUED	5.6000	.0000	270.4000
12/25/2010	VA - VACATION ACCRUED	5.6000	.0000	276.0000
01/08/2011	VA - VACATION ACCRUED	5.6000	.0000	281.6000
<b>01/09/2011</b>	<b>VL - VACATION LOST (Year End)</b>	<b>.0000</b>	<b>(41.6000)</b>	<b>240.0000</b>
<b>YEAR 2010</b>		<b>145.6000</b>	<b>(145.6000)</b>	<b>240.0000</b>
01/22/2011	VA - VACATION ACCRUED	5.6000	.0000	245.6000



# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

02/05/2011	VA - VACATION ACCRUED	5.6000	.0000	251.2000
02/19/2011	VA - VACATION ACCRUED	5.6000	.0000	256.8000
03/02/2011	VC - Vacation Classified	.0000	(8.0000)	248.8000
03/03/2011	VC - Vacation Classified	.0000	(8.0000)	240.8000
03/04/2011	VC - Vacation Classified	.0000	(8.0000)	232.8000
03/05/2011	VA - VACATION ACCRUED	5.6000	.0000	238.4000
03/19/2011	VA - VACATION ACCRUED	5.6000	.0000	244.0000
04/02/2011	VA - VACATION ACCRUED	5.6000	.0000	249.6000
04/16/2011	VA - VACATION ACCRUED	5.6000	.0000	255.2000
04/30/2011	VA - VACATION ACCRUED	5.6000	.0000	260.8000
05/14/2011	VA - VACATION ACCRUED	5.6000	.0000	266.4000
05/28/2011	VA - VACATION ACCRUED	5.6000	.0000	272.0000
06/11/2011	VA - VACATION ACCRUED	5.6000	.0000	277.6000
06/25/2011	VA - VACATION ACCRUED	5.6000	.0000	283.2000
07/09/2011	VA - VACATION ACCRUED	5.6000	.0000	288.8000
07/18/2011	VC - Vacation Classified	.0000	(8.0000)	280.8000
07/19/2011	VC - Vacation Classified	.0000	(8.0000)	272.8000
07/20/2011	VC - Vacation Classified	.0000	(8.0000)	264.8000
07/21/2011	VC - Vacation Classified	.0000	(8.0000)	256.8000
07/22/2011	VC - Vacation Classified	.0000	(8.0000)	248.8000
07/23/2011	VA - VACATION ACCRUED	5.6000	.0000	254.4000
07/24/2011	VA - VACATION ACCRUED	5.6000	.0000	260.0000
07/25/2011	VC - Vacation Classified	.0000	(8.0000)	252.0000
07/26/2011	VC - Vacation Classified	.0000	(8.0000)	244.0000
07/27/2011	VC - Vacation Classified	.0000	(8.0000)	236.0000
08/07/2011	VA - VACATION ACCRUED	5.6000	.0000	241.6000
08/21/2011	VA - VACATION ACCRUED	5.6000	.0000	247.2000
09/04/2011	VA - VACATION ACCRUED	5.6000	.0000	252.8000
09/18/2011	VA - VACATION ACCRUED	5.6000	.0000	258.4000
10/02/2011	VA - VACATION ACCRUED	5.6000	.0000	264.0000
10/10/2011	VC - Vacation Classified	.0000	(8.0000)	256.0000
10/11/2011	VC - Vacation Classified	.0000	(8.0000)	248.0000
10/16/2011	VA - VACATION ACCRUED	6.2000	.0000	254.2000
10/30/2011	VA - VACATION ACCRUED	6.2000	.0000	260.4000
11/13/2011	VA - VACATION ACCRUED	6.2000	.0000	266.6000
11/21/2011	VC - Vacation Classified	.0000	(8.0000)	258.6000
11/22/2011	VC - Vacation Classified	.0000	(8.0000)	250.6000
11/23/2011	VC - Vacation Classified	.0000	(8.0000)	242.6000
11/27/2011	VA - VACATION ACCRUED	6.2000	.0000	248.8000
12/11/2011	VA - VACATION ACCRUED	6.2000	.0000	255.0000
12/25/2011	VA - VACATION ACCRUED	6.2000	.0000	261.2000
12/27/2011	VC - Vacation Classified	.0000	(8.0000)	253.2000
12/28/2011	VC - Vacation Classified	.0000	(8.0000)	245.2000
12/29/2011	VC - Vacation Classified	.0000	(8.0000)	237.2000



# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

12/30/2011 VC - Vacation Classified .0000 (8.0000) 229.2000

YEAR 2011		149.2000	(160.0000)	229.2000
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01/08/2012	VA - VACATION ACCRUED	6.2000	.0000	235.4000
01/22/2012	VA - VACATION ACCRUED	6.2000	.0000	241.6000
02/05/2012	VA - VACATION ACCRUED	6.2000	.0000	247.8000
02/19/2012	VA - VACATION ACCRUED	6.2000	.0000	254.0000
03/04/2012	VA - VACATION ACCRUED	6.2000	.0000	260.2000
03/18/2012	VA - VACATION ACCRUED	6.2000	.0000	266.4000
04/01/2012	VA - VACATION ACCRUED	8.0000	.0000	274.4000
04/15/2012	VA - VACATION ACCRUED	8.0000	.0000	282.4000
04/29/2012	VA - VACATION ACCRUED	8.0000	.0000	290.4000
05/13/2012	VA - VACATION ACCRUED	8.0000	.0000	298.4000
05/27/2012	VA - VACATION ACCRUED	8.0000	.0000	306.4000
06/10/2012	VA - VACATION ACCRUED	8.0000	.0000	314.4000
06/24/2012	VA - VACATION ACCRUED	8.0000	.0000	322.4000
07/08/2012	VA - VACATION ACCRUED	8.0000	.0000	330.4000
07/22/2012	VA - VACATION ACCRUED	8.0000	.0000	338.4000
08/05/2012	VA - VACATION ACCRUED	8.0000	.0000	346.4000
08/19/2012	VA - VACATION ACCRUED	8.0000	.0000	354.4000
09/02/2012	VA - VACATION ACCRUED	8.0000	.0000	362.4000
09/16/2012	VA - VACATION ACCRUED	8.0000	.0000	370.4000
09/30/2012	VA - VACATION ACCRUED	8.0000	.0000	378.4000
10/14/2012	VA - VACATION ACCRUED	8.0000	.0000	386.4000
10/28/2012	VA - VACATION ACCRUED	8.0000	.0000	394.4000
11/11/2012	VA - VACATION ACCRUED	8.0000	.0000	402.4000
11/12/2012	VA - VACATION ACCRUED	8.0000	.0000	410.4000
11/25/2012	VA - VACATION ACCRUED	8.0000	.0000	418.4000
12/09/2012	VA - VACATION ACCRUED	8.0000	.0000	426.4000
12/23/2012	VA - VACATION ACCRUED	8.0000	.0000	434.4000
01/06/2013	VA - VACATION ACCRUED	8.0000	.0000	442.4000
01/17/2013	VC - Vacation Classified	.0000	(8.0000)	434.4000
01/18/2013	VC - Vacation Classified	.0000	(8.0000)	426.4000
01/20/2013	VA - VACATION ACCRUED	8.0000	.0000	240.0000

01/20/2013 VL - VACATION LOST (Year End)

.0000 (194.4000)

YEAR 2012		221.2000	(210.4000)	240.0000
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02/16/2013	VA - VACATION ACCRUED	8.0000	.0000	248.0000
03/02/2013	VA - VACATION ACCRUED	8.0000	.0000	256.0000
03/16/2013	VA - VACATION ACCRUED	8.0000	.0000	264.0000
03/29/2013	VU - Vacation Unclassified	.0000	(8.0000)	256.0000
03/30/2013	VA - VACATION ACCRUED	8.0000	.0000	264.0000
04/13/2013	VA - VACATION ACCRUED	8.0000	.0000	272.0000
04/27/2013	VA - VACATION ACCRUED	8.0000	.0000	280.0000
05/11/2013	VA - VACATION ACCRUED	8.0000	.0000	288.0000
05/25/2013	VA - VACATION ACCRUED	8.0000	.0000	296.0000





# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

06/08/2013	VA - VACATION ACCRUED	8.0000	.0000	304.0000
06/18/2013	VC - Vacation Classified	.0000	(4.0000)	300.0000
06/22/2013	VA - VACATION ACCRUED	8.0000	.0000	308.0000
06/24/2013	VC - Vacation Classified	.0000	(8.0000)	300.0000
06/25/2013	VC - Vacation Classified	.0000	(8.0000)	292.0000
06/26/2013	VC - Vacation Classified	.0000	(8.0000)	284.0000
06/27/2013	VC - Vacation Classified	.0000	(8.0000)	276.0000
06/28/2013	VC - Vacation Classified	.0000	(8.0000)	268.0000
07/06/2013	VA - VACATION ACCRUED	8.0000	.0000	276.0000
07/20/2013	VA - VACATION ACCRUED	8.0000	.0000	284.0000
08/03/2013	VA - VACATION ACCRUED	8.0000	.0000	292.0000
08/17/2013	VA - VACATION ACCRUED	8.0000	.0000	300.0000
08/23/2013	VC - Vacation Classified	.0000	(8.0000)	292.0000
08/26/2013	VC - Vacation Classified	.0000	(8.0000)	284.0000
08/27/2013	VC - Vacation Classified	.0000	(8.0000)	276.0000
08/28/2013	VC - Vacation Classified	.0000	(8.0000)	268.0000
08/29/2013	VC - Vacation Classified	.0000	(8.0000)	260.0000
08/30/2013	VC - Vacation Classified	.0000	(8.0000)	252.0000
08/31/2013	VA - VACATION ACCRUED	8.0000	.0000	260.0000
09/03/2013	VC - Vacation Classified	.0000	(8.0000)	252.0000
09/04/2013	VC - Vacation Classified	.0000	(8.0000)	244.0000
09/05/2013	VC - Vacation Classified	.0000	(8.0000)	236.0000
09/06/2013	VC - Vacation Classified	.0000	(8.0000)	228.0000
09/14/2013	VA - VACATION ACCRUED	8.0000	.0000	236.0000
09/26/2013	VC - Vacation Classified	.0000	(8.0000)	228.0000
09/28/2013	VA - VACATION ACCRUED	8.0000	.0000	236.0000
10/12/2013	VA - VACATION ACCRUED	8.0000	.0000	244.0000
10/26/2013	VA - VACATION ACCRUED	8.0000	.0000	252.0000
11/09/2013	VA - VACATION ACCRUED	8.0000	.0000	260.0000
11/23/2013	VA - VACATION ACCRUED	8.0000	.0000	268.0000
12/04/2013	VC - Vacation Classified	.0000	(8.0000)	260.0000
12/05/2013	VC - Vacation Classified	.0000	(8.0000)	252.0000
12/07/2013	VA - VACATION ACCRUED	8.0000	.0000	260.0000
12/09/2013	VC - Vacation Classified	.0000	(4.0000)	256.0000
12/10/2013	VC - Vacation Classified	.0000	(4.0000)	252.0000
12/11/2013	VC - Vacation Classified	.0000	(4.0000)	248.0000
12/12/2013	VC - Vacation Classified	.0000	(8.0000)	240.0000
12/13/2013	VC - Vacation Classified	.0000	(8.0000)	232.0000
12/21/2013	VA - VACATION ACCRUED	8.0000	.0000	240.0000
12/26/2013	VC - Vacation Classified	.0000	(8.0000)	232.0000
12/27/2013	VC - Vacation Classified	.0000	(8.0000)	224.0000
01/04/2014	VA - VACATION ACCRUED	8.0000	.0000	232.0000
<b>YEAR 2013</b>		<b>192.0000</b>	<b>(200.0000)</b>	<b>232.0000</b>
01/13/2014	VC - Vacation Classified	.0000	(8.0000)	224.0000



# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

01/15/2014	VC - Vacation Classified	.0000	(8.0000)	216.0000
01/18/2014	VA - VACATION ACCRUED	8.0000	.0000	224.0000
02/01/2014	VA - VACATION ACCRUED	8.0000	.0000	232.0000
02/05/2014	VC - Vacation Classified	.0000	(4.0000)	228.0000
02/15/2014	VA - VACATION ACCRUED	8.0000	.0000	236.0000
03/01/2014	VA - VACATION ACCRUED	8.0000	.0000	244.0000
03/15/2014	VA - VACATION ACCRUED	8.0000	.0000	252.0000
03/29/2014	VA - VACATION ACCRUED	8.0000	.0000	260.0000
04/12/2014	VA - VACATION ACCRUED	8.0000	.0000	268.0000
04/26/2014	VA - VACATION ACCRUED	8.0000	.0000	276.0000
05/10/2014	VA - VACATION ACCRUED	8.0000	.0000	284.0000
05/24/2014	VA - VACATION ACCRUED	8.0000	.0000	292.0000
06/07/2014	VA - VACATION ACCRUED	8.0000	.0000	300.0000
06/09/2014	VC - Vacation Classified	.0000	(8.0000)	292.0000
06/10/2014	VC - Vacation Classified	.0000	(8.0000)	284.0000
06/21/2014	VA - VACATION ACCRUED	8.0000	.0000	292.0000
07/05/2014	VA - VACATION ACCRUED	8.0000	.0000	300.0000
07/19/2014	VA - VACATION ACCRUED	8.0000	.0000	308.0000
08/02/2014	VA - VACATION ACCRUED	8.0000	.0000	316.0000
08/16/2014	VA - VACATION ACCRUED	8.0000	.0000	324.0000
08/30/2014	VA - VACATION ACCRUED	8.0000	.0000	332.0000
09/13/2014	VA - VACATION ACCRUED	8.0000	.0000	340.0000
09/27/2014	VA - VACATION ACCRUED	8.0000	.0000	348.0000
10/11/2014	VA - VACATION ACCRUED	8.0000	.0000	356.0000
10/25/2014	VA - VACATION ACCRUED	8.0000	.0000	364.0000
11/08/2014	VA - VACATION ACCRUED	8.0000	.0000	372.0000
11/22/2014	VA - VACATION ACCRUED	8.0000	.0000	380.0000
12/06/2014	VA - VACATION ACCRUED	8.0000	.0000	388.0000
12/19/2014	VC - Vacation Classified	.0000	(8.0000)	380.0000
12/20/2014	VA - VACATION ACCRUED	8.0000	.0000	388.0000
12/22/2014	VC - Vacation Classified	.0000	(8.0000)	380.0000
12/23/2014	VC - Vacation Classified	.0000	(8.0000)	372.0000
12/24/2014	VC - Vacation Classified	.0000	(8.0000)	364.0000
12/26/2014	VC - Vacation Classified	.0000	(8.0000)	356.0000
12/29/2014	VC - Vacation Classified	.0000	(8.0000)	348.0000
12/30/2014	VC - Vacation Classified	.0000	(8.0000)	340.0000
12/31/2014	VC - Vacation Classified	.0000	(8.0000)	332.0000
01/02/2015	VC - Vacation Classified	.0000	(8.0000)	324.0000
01/03/2015	VA - VACATION ACCRUED	8.0000	.0000	332.0000
<b>01/04/2015</b>	<b>VA - VACATION ACCRUED</b>	<b>92.0000</b>	<b>.0000</b>	<b>332.0000</b>
<b>01/04/2015</b>	<b>VL - VACATION LOST (Year End)</b>	<b>.0000</b>	<b>(92.0000)</b>	
<b>YEAR 2014</b>		<b>300.0000</b>	<b>(200.0000)</b>	<b>332.0000</b>
01/17/2015	VA - VACATION ACCRUED	8.0000	.0000	340.0000
01/31/2015	VA - VACATION ACCRUED	8.0000	.0000	348.0000



# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

02/11/2015	VC - Vacation Classified	.0000	(4.0000)	344.0000
02/13/2015	VC - Vacation Classified	.0000	(8.0000)	336.0000
02/14/2015	VA - VACATION ACCRUED	8.0000	.0000	344.0000
02/28/2015	VA - VACATION ACCRUED	8.0000	.0000	352.0000
03/05/2015	VU - Vacation Unclassified	.0000	(1.5000)	350.5000
03/14/2015	VA - VACATION ACCRUED	8.0000	.0000	358.5000
03/23/2015	VC - Vacation Classified	.0000	(2.0000)	356.5000
03/28/2015	VA - VACATION ACCRUED	8.0000	.0000	364.5000
04/11/2015	VA - VACATION ACCRUED	8.0000	.0000	372.5000
04/20/2015	VC - Vacation Classified	.0000	(8.0000)	364.5000
04/21/2015	VC - Vacation Classified	.0000	(8.0000)	356.5000
04/22/2015	VC - Vacation Classified	.0000	(1.5000)	355.0000
04/24/2015	VC - Vacation Classified	.0000	(8.0000)	347.0000
04/25/2015	VA - VACATION ACCRUED	8.0000	.0000	355.0000
04/29/2015	VC - Vacation Classified	.0000	(6.0000)	349.0000
04/30/2015	VC - Vacation Classified	.0000	(8.0000)	341.0000
05/01/2015	VC - Vacation Classified	.0000	(8.0000)	333.0000
05/09/2015	VA - VACATION ACCRUED	8.0000	.0000	341.0000
05/15/2015	VC - Vacation Classified	.0000	(3.5000)	337.5000
05/21/2015	VC - Vacation Classified	.0000	(2.5000)	335.0000
05/23/2015	VA - VACATION ACCRUED	8.0000	.0000	343.0000
06/06/2015	VA - VACATION ACCRUED	8.0000	.0000	351.0000
06/20/2015	VA - VACATION ACCRUED	8.0000	.0000	359.0000
06/29/2015	VC - Vacation Classified	.0000	(8.0000)	351.0000
06/30/2015	VC - Vacation Classified	.0000	(8.0000)	343.0000
07/01/2015	VC - Vacation Classified	.0000	(8.0000)	335.0000
07/02/2015	VC - Vacation Classified	.0000	(8.0000)	327.0000
07/04/2015	VA - VACATION ACCRUED	8.0000	.0000	335.0000
<b>07/05/2015</b>	<b>VL - VACATION LOST (Year End)</b>	<b>.0000</b>	<b>(7.0000)</b>	<b>328.0000</b>
07/18/2015	VA - VACATION ACCRUED	8.0000	.0000	336.0000
08/01/2015	VA - VACATION ACCRUED	8.0000	.0000	344.0000
08/15/2015	VA - VACATION ACCRUED	8.0000	.0000	352.0000
08/29/2015	VA - VACATION ACCRUED	8.0000	.0000	360.0000
09/12/2015	VA - VACATION ACCRUED	8.0000	.0000	368.0000
09/26/2015	VA - VACATION ACCRUED	8.0000	.0000	376.0000
10/10/2015	VA - VACATION ACCRUED	8.0000	.0000	384.0000
10/13/2015	VU - Vacation Unclassified	.0000	(8.0000)	376.0000
10/24/2015	VA - VACATION ACCRUED	8.0000	.0000	384.0000
10/27/2015	VC - Vacation Classified	.0000	(8.0000)	376.0000
11/07/2015	VA - VACATION ACCRUED	8.0000	.0000	384.0000
11/21/2015	VA - VACATION ACCRUED	8.0000	.0000	392.0000
11/25/2015	VC - Vacation Classified	.0000	(8.0000)	384.0000
12/05/2015	VA - VACATION ACCRUED	8.0000	.0000	392.0000
12/14/2015	VC - Vacation Classified	.0000	(8.0000)	384.0000



# Accrual History Report

Date Range 01/01/10 - 12/31/15

Hours Category VAC - Vacation ACCRUAL

12/16/2015	VC - Vacation Classified	.0000	(8.0000)	376.0000
12/18/2015	VC - Vacation Classified	.0000	(8.0000)	368.0000
12/19/2015	VA - VACATION ACCRUED	8.0000	.0000	376.0000

<b>YEAR 2015</b>		<b>200.0000</b>	<b>(156.0000)</b>	<b>376.0000</b>
		<b>1,208.0000</b>	<b>(1,072.0000)</b>	<b>376.0000</b>

**2102 - RODRIQUEZ, MARTHA LOUISE** Totals

1,208.0000 (1,072.0000)

Net Activity 136.0000

## ADMINISTRATION OF LEAVE

**STATEMENT OF POLICY:** The purpose of this policy is to set forth the provisions for leave administration for all paid and unpaid leave categories (Annual Leave, Sick Leave, Compensatory Time used, Leave Without Pay and Special Leave Circumstances and Leave Donation).

**SCOPE/COVERAGE AND EXCLUSIONS:** Only regular status employees are eligible to accrue leave with pay under these policies from the date of hire subject to forfeiture as provided by these policies.

### 1. Eligibility for Leave

- a. Any employee regularly scheduled to work less than twenty (20) hours per week is not eligible for accrual of Annual Leave or Sick Leave.
- b. No leave of any kind shall accrue while on leave without pay.
- c. Elected Officials do not accrue Annual Leave or Sick Leave.

### 2. Deduction from Leave accruals commensurate with regular work schedule

If an employee takes a day of Annual Leave, Sick Leave or Compensatory Time on a regularly-scheduled work day, the number of hours ordinarily worked on that day will constitute the amount of Annual Leave, Sick Leave or Compensatory Time that will be charged to the employee. For example, if an employee regularly works an approved 4-10 alternative work schedule and the employee takes a day of Annual Leave, his or her leave balance shall be reduced by ten hours.

### 3. Disposition of Accrued Leave upon Transfer

An inter-departmental transfer does not affect accrued Annual or Sick Leave balances, but may affect the rate of accrual.

## ANNUAL LEAVE

- A. Annual Leave shall include any approved period of absence with pay other than Sick Leave, paid Compensatory Time or Paid Administrative Leave.
- B. Employees shall be eligible to use accrued Annual Leave from the onset of their employment.

### RATE OF ACCRUAL:

Annual Leave hours shall accrue according to the following schedules:

**Regular Full-Time Classified Employees (Based upon an 80 hour pay period)**

Years of Service	Accrual Rates
0-3 years	4.0 hours per pay period
4-9 years	5.0 hours per pay period
10-14 years	6.2 hours per pay period
15 years and over	8.0 hours per pay period

**Regular Full-Time Unclassified Employees (Based upon an 80 hour pay period)**

Years of Service	Accrual Rates
0-5 years	5.0 hours per pay period
6-9 years	6.2 hours per pay period
10 years and over	8.0 hours per pay period

**Department Directors (Based upon an 80 hour pay period)**

Years of Service	Accrual Rates
0-3 years	6.2 hours per pay period
4 years and over	8.0 hours per pay period

Regular status employees shall accrue Annual Leave on a pro rata basis in accordance with their actual hours paid per pay period, and their years of service as shown above. This means that only the first 80 hours paid, per pay period, are used to calculate Annual Leave accruals (e.g., an employee who is paid for more than 80 hours per pay period will not accrue more than the accrual rate shown in the applicable chart above. In contrast, an employee who is paid for less than 80 hours per pay period will receive a reduced prorated accrual rate).

**FORFEITURE OF LEAVE**

1. At the conclusion of the last pay period each calendar year (the pay period which includes December 31st), regular status employees may carry over a maximum of two hundred forty (240) hours of Annual Leave. Annual Leave accrued in excess of these hours shall be automatically forfeited. Refer to Annual Leave Requests section D, paragraph 2.
2. Employees on initial probation who do not complete 180 days of service shall forfeit all accrued Annual and or Sick Leave.
3. Following adoption of this policy, any employee, who leaves County service, does not retire, and returns to County employment within five years, will have their accrual rates adjusted to reflect previous County service for which the employee earned leave accruals. Such adjustments shall be made by the Human Resources Department to the extent records are available.